

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KARL LOOSE;	:	CASE NO.
THOMAS HAMILL;	:	
GREGORY LASKY;	:	
ADVOCATES FOR DISABLED	:	Civil Action
AMERICANS (AFDA);	:	
	:	
Plaintiffs,	:	
vs.	:	
	:	
NORTH WILDWOOD CITY;	:	PLAINTIFFS' COMPLAINT
JOHN DOE(S), fictitious names of	:	
Defendants A thru Z,	:	
	:	
Defendant(s).	:	

Plaintiffs, Karl Loose residing at 4327 Manor Avenue, Pennsauken, New Jersey 08109; Thomas Hamill residing at 1702 Lincoln Drive, Voorhees, New Jersey 08043; Gregory Lasky residing at 3350 East Greenview Terrace, Margate, Broward County, Florida 33063; and, Advocates For Disabled Americans (AFDA) doing business in Camden County, New Jersey, by way of complaint against the Defendant states:

JURISDICTION

1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 in that Plaintiffs allege a violation of the Americans With Disabilities Act (ADA) and the Rehabilitation Act of 1973.

PARTIES

2. Plaintiff Loose is a disabled man who uses a wheelchair. Plaintiff Loose is a frequent visitor of the Jersey shore including North Wildwood, having last attempted to utilize the

services of the Defendant on December 11, 2010. Plaintiff Loose is in the Pennsauken Township High School's Hall of Fame.

3. Plaintiff Hamill is disabled and uses a wheelchair. Mr. Hamill is very active in charities and was a member of the New Jersey and Pennsylvania Bars after serving as a law clerk to a United States District Judge. His is a frequent visitor of the Jersey shore including North Wildwood on December 14, 2010.
4. Plaintiff Lasky is disabled and uses a wheelchair. Prior to his injury rendering him disabled Plaintiff Lasky was honored for his work as a fire fighter. Plaintiff Lasky last attempted to utilize the services of the Defendant on December 5, 2010.
5. Plaintiff AFDA is a civil rights organization whose goal in part is to enforce the rights of the disabled.
6. Defendant North Wildwood City is a municipality located in Cape May County, New Jersey. Said Defendant has been the subject of previous lawsuits involving violations of the access laws to the disabled; Caruso v. North Wildwood, U.S.D.C. New Jersey, 1:95-cv-01373-JEI; and Edward Law; Carmena Stoney v. North Wildwood City, Aberdeen Township, Case No. 1:09-cv-04178-JHR-KMW.

NOTICE

7. Defendant was made aware of the violations of access to the beaches and bathrooms by expert reports served upon Defendant's Counsel Eric Harrison in regard to the case of Edward Law; Carmena Stoney v. North Wildwood City, Aberdeen Township, Case No. 1:09-cv-04178-JHR-KMW. Defendant was made aware of its new construction violations of curb cuts and sidewalks by the expert report of William B. Cody. The Defendant's Counsel Mr. Harrison also declined an invitation to be shown the said access violations

placing a condition only if the disabled individual was to be present. Consequently, Defendant had, at best, constructive notice of Defendant's violations prior to suit being filed.

In addition, the engineer has testified that he is not familiar with the applicable access codes.

FIRST COUNT

8. Plaintiffs have been patrons of the Defendant North Wildwood City's services including Plaintiff Loose on December 11, 2010, Plaintiff Hamill on December 14, 2010 and Plaintiff Lasky on December 5, 2010.
9. The uses of the Defendant's services were impaired as a lack of access to them and the disabled as a whole. Specifically, the new constructed sand dune ramps at J.F.K. Boulevard do not have an accessible route to the bathrooms at J.F.K. Boulevard and are not accessible. In regard to curb cuts the Plaintiffs' ability to utilize same was impaired in that they are constructed with excessive slopes, have a lack of level landing as well as improper thresholds. These curb cuts include the following streets; New York, New Jersey, Atlantic, Central, Surf Avenues and J.F.K. Boulevard.
10. The vast majority of said curb cuts are newly constructed.
11. The Defendant has recently constructed a sidewalk on Surf Avenue that has altered cross slopes.
12. Upon information and belief the Defendant receives funding from the United States of America for the above mentioned discrimination..
13. Plaintiff Lasky made a telephone call to Defendant for assistance prior to filing suit. Said telephone call was not returned.

14. This lack of access to Plaintiffs is a violation of the New Jersey Law Against Discrimination (LAD) including its regulations N.J.A.C. 13:13-4.1; Title II of the ADA and the Rehabilitation Act of 1973.
15. The Plaintiffs intend to return to the services and programs as both patrons and testers. Indeed, the AFDA will have a meeting in North Wildwood in the summer of 2011.
16. In addition, Plaintiff Loose on December 11, 2010 attempted to utilize the Albert Allen Park but due to the lack of accessible parking, routes, bathrooms and services, his ability to utilize same was impaired.
17. As a result the Plaintiffs sustained emotional distress and anger.
18. Plaintiffs reserve the right to amend its allegations as discovery progresses.

WHEREFORE, Plaintiffs demand judgment for:

- 1) Damages, including punitive for Defendant's intentional conduct and the LAD.
- 2) Nominal damages under the Rehabilitation Act and Title II of the ADA.
- 3) Injunctive relief.
- 4) Attorney fees.
- 5) Costs of suit.

SECOND COUNT

19. Plaintiff AFDA repeats the allegations of the first count.
20. Plaintiff AFDA has standing in its own right to prosecute this matter in that in its own members have standing and have sustained damages.

WHEREFORE, Plaintiff AFDA demands judgment for:

- 1) Injunctive relief.
- 2) Damages.

- 3) Attorney fees.
- 4) Costs of suit.

THIRD COUNT

21. Plaintiffs repeat the allegations of the first and second counts.
22. Defendants John Doe(s) fictitious names of Defendants A thru Z are other government and private entities who are responsible for the aforementioned discrimination and are the architects, contractors, and engineers who aided and/or abetted the aforementioned discrimination.

WHEREFORE Plaintiffs demand judgment for:

- 1) Damages, including punitive for Defendant's intentional conduct.
- 2) Nominal damages under the Rehabilitation Act and Title II of the ADA and the LAD.
- 3) Injunctive relief.
- 4) Attorney fees.
- 5) Costs of suit.

Dated: December 16, 2010

s/Anthony J. Brady, Jr.
ANTHONY J. BRADY, JR., ESQUIRE
1 Rose Avenue
P O Box 129
Maple Shade, New Jersey 08052
(856) 662-5234
Email: ladbrady@gmail.com
Attorney for Plaintiffs

JS 44 (Rev. 12/07, NJ 5/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Karl Loose; Thomas Hamill, Gregory Lasky; Advocates For Disabled Americans (AFDA),

(b) County of Residence of First Listed Plaintiff Camden

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)

Anthony J. Brady, Jr, Esquire, 1 Rose Avenue, Maple Shade, NJ 08052; (856) 662-5234; ladbrady@gmail.com

DEFENDANTS

North Wildwood City; John Doe(s) fictitious names of Defendants A thru Z,

County of Residence of First Listed Defendant Cape May

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	PROPERTY RIGHTS	BANKRUPTCY	OTHER
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 150 Stockholders' Suits <input type="checkbox"/> 130 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 12101 et seq.

Brief description of cause:
ADA

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 110,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S)

(See instructions):

JUDGE Robert Kugler

DOCKET NUMBER 1:09-cv-04178

Explanation:

Rev 16, 2010

DATE

SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases. Provide a brief explanation of why the cases are related.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT B




























Directions to North Wildwood Administrator
901 Atlantic Avenue, North Wildwood, NJ 08260 - (
609) 522-2030
1,206 mi – about 20 hours 38 mins



3350 Greenview Terrace E, Margate, FL 33063

	1. Head northeast on Greenview Terrace E toward Normande Ct	go 0.1 mi total 0.1 mi
	2. Turn right onto Belmonte Blvd	go 364 ft total 0.2 mi
	3. Turn right onto FL-834 E/W Sample Rd About 7 mins	go 3.7 mi total 3.9 mi
	4. Slight right onto the Florida's Turnpike ramp to Miami-Orlando Toll road	go 0.2 mi total 4.1 mi
	5. Keep right at the fork and merge onto Florida's Turnpike/Ronald Reagan Turnpike Toll road About 1 hour 23 mins	go 83.7 mi total 87.9 mi
	6. Take exit 152 for FL-70 E Toll road	go 0.5 mi total 88.4 mi
	7. Merge onto FL-70/Okeechobee Rd About 1 min	go 0.7 mi total 89.0 mi
	8. Merge onto I-95 N via the ramp to Daytona Beach About 3 hours 34 mins	go 223 mi total 312 mi
	9. Keep left at the fork, follow signs for International Airport/Savannah and merge onto I-95 N Passing through Georgia, South Carolina, North Carolina Entering Virginia About 9 hours 20 mins	go 570 mi total 882 mi
	10. Slight right onto I-295 N (signs for Washington/Richmond International Airport) About 40 mins	go 42.3 mi total 925 mi
	11. Take exit 43A on the left to merge onto I-95 N toward Washington About 1 hour 28 mins	go 85.2 mi total 1,010 mi
	12. Slight right onto Interstate 395 Connector N/Interstate 95 Connector N (signs for I-395 N/I-495 N/Washington/Tysons Corner) About 2 mins	go 1.6 mi total 1,011 mi
	13. Continue onto I-395 N About 10 mins	go 8.4 mi total 1,020 mi
	14. Take the exit on the left onto I-395 N Entering District of Columbia About 1 min	go 1.3 mi total 1,021 mi
	15. Take the Interstate 395 N exit toward Capitol Hill/Verizon Centre/Nationals Park	go 0.3 mi total 1,021 mi
	16. Merge onto I-395 N About 1 min	go 0.8 mi total 1,022 mi
	17. Continue onto I-695 E About 2 mins	go 1.9 mi total 1,024 mi
	18. Take the Pennsylvania Ave exit	go 0.2 mi

		total 1,024 mi
	19. Merge onto Pennsylvania Ave SE About 1 min	go 0.4 mi total 1,025 mi
	20. Slight left toward District of Columbia Hwy 295	go 220 ft total 1,025 mi
	21. Slight left onto the DC-295 N ramp	go 0.1 mi total 1,025 mi
	22. Merge onto District of Columbia Hwy 295 Entering Maryland About 5 mins	go 3.4 mi total 1,028 mi
	23. Continue onto MD-201	go 0.4 mi total 1,029 mi
	24. Continue onto MD-295 N About 34 mins	go 27.3 mi total 1,056 mi
	25. Take the Harbor Tunnel Thrw/I-895 N exit Toll road	go 0.3 mi total 1,056 mi
	26. Merge onto I-895 N Partial toll road About 13 mins	go 10.4 mi total 1,067 mi
	27. Merge onto I-95 N Partial toll road Entering Delaware About 1 hour 3 mins	go 58.6 mi total 1,125 mi
	28. Slight right onto I-295 N/Delaware Turnpike (signs for Del Mem Br/NJ-Ny) Continue to follow I-295 N Entering New Jersey About 7 mins	go 6.5 mi total 1,132 mi
	29. Slight left onto US-40 E Toll road About 1 min	go 0.9 mi total 1,133 mi
	30. Take the exit toward US-40/Atlantic City Toll road	go 0.2 mi total 1,133 mi
	31. Slight left onto US-40 E/Wiley Rd Continue to follow US-40 E About 12 mins	go 8.2 mi total 1,141 mi
	32. Turn left onto NJ-45 N/US-40 E/Harding Hwy Continue to follow US-40 E/Harding Hwy About 10 mins	go 6.5 mi total 1,147 mi
	33. At the traffic circle, continue straight onto US-40 E/Chestnut St/Harding Hwy Continue to follow US-40 E/Harding Hwy About 12 mins	go 8.9 mi total 1,156 mi
	34. Take the ramp onto NJ-55 S About 21 mins	go 19.6 mi total 1,176 mi
	35. Continue onto NJ-47 S About 4 mins	go 2.8 mi total 1,179 mi
	36. Slight left onto NJ-347 S/County Rd 347/New Stage Rd Continue to follow NJ-347 S About 11 mins	go 8.6 mi total 1,187 mi
	37. Continue straight onto NJ-47 S/N Delsea Dr	go 4.1 mi

	About 6 mins	total 1,191 mi
	38. Turn left onto Beaver Dam Rd	go 0.1 mi total 1,191 mi
	39. Slight right onto Court House-South Dennis Rd About 4 mins	go 2.9 mi total 1,194 mi
	40. Continue onto Court House South Dennisville Rd About 4 mins	go 2.6 mi total 1,197 mi
	41. Continue onto Court House South Dennis Rd	go 0.2 mi total 1,197 mi
	42. Continue onto Stone Harbor Blvd About 1 min	go 0.2 mi total 1,197 mi
	43. Turn right onto Garden State Pkwy S About 5 mins	go 3.4 mi total 1,201 mi
	44. Take exit 6 toward Whiteboro/N Wildwood/Burleigh	go 0.3 mi total 1,201 mi
	45. Turn right onto NJ-147 E/N Wildwood Blvd Continue to follow NJ-147 E About 6 mins	go 4.1 mi total 1,205 mi
	46. Continue onto New Jersey Ave	go 0.3 mi total 1,205 mi
	47. Turn left onto E 9th Ave Destination will be on the right About 2 mins	go 0.3 mi total 1,206 mi
	North Wildwood Administrator 901 Atlantic Avenue, North Wildwood, NJ 08260 - (609) 522-2030	

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2012 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

EXHIBIT C

1 years.

2 Q. Before you lived there, where
3 did you live?

4 A. I can't recall the name of the
5 complex. It was a rental complex on Dixie
6 Highway and Commercial Boulevard.

7 Q. Is that in Florida?

8 A. Yes.

9 Q. And how long did you live
10 there?

11 A. Approximately three years.

12 Q. Okay. And before you lived --
13 before there, where did you live?

14 A. 1413 Northwest 80th Avenue, 16
15 C, Margate, Florida 33063.

16 Q. And how long did you live
17 there?

18 A. Approximately four years, give
19 or take.

20 Q. Okay. Have you lived in
21 Florida most of your life?

22 A. Predominantly.

23 Q. Have you ever lived in
24 New Jersey?

25 A. Lived? No.

EXHIBIT D

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GREGORY LASKY	:	Case No. 09-cv-5624-RBK
	:	
Plaintiff,	:	
vs.	:	
	:	
MOORESTOWN TOWNSHIP,	:	Civil Action
	:	
Defendant.	:	PLAINTIFF LASKY'S ANSWERS
	:	TO DEFENDANT'S INTERROGATORIES

1. Please provide your current address and each address where you have lived for the past ten years, noting the period of time during which you lived at each address.

Current: Gregory Lasky, 3350 East Greenview Terrace, Margate, Broward County, Florida 33063; and,
Apartment A-1, Green Tree Apartments, 520 North Dixie Highway, Oakland Park, Broward County, Florida 33337

2. Describe every visit you have made to Moorestown Township over the past 10 years and provide a description of precisely which buildings, facilities, or other services you were unable to access.

November 23, 2007

January 18, 2008

March 12, 2008

April 16, 2008

April 30, 2008

Most of November 2008

July 3, 2009 and on many other occasions for which I will have to check my records.

The facilities and services that I have attempted to utilize but have been impaired in doing so are Strawbridge Lake, the sidewalks and curb cuts along the main drag in town which I believe is called 537, the streets and sidewalks adjacent to the library, the City Hall.

3. With respect to each visit described in response to the preceding interrogatory, describe in detail your efforts, if any, to relay your difficulties to the municipality or to request assistance prior to filing this lawsuit.

1. I complained of the lack of access to the library to an elderly lady who was an employee of the library.

2. I complained to a lady which I believe was the Clerk at the City Hall.
 3. I complained to defense counsel at my deposition in my state case.
 4. I had my lawyer complain to Mr. Harrison who in October 2008 declined for my lawyer to show him the violations.
 5. Prior to filing this suit I informed the Defendant of its violations by attempting to file an amended complaint in state court.
4. Describe in detail any plans you have to return to Moorestown Township, where you intend to stay and what municipal buildings, facilities, and/or services you wish to access.

I intend to stay in Mt. Laurel, Maple Shade, or Cherry Hill. I will hopefully be here for the 4th of July years of 2010, 2011, 2012 and beyond.

I will also be in Moorestown in late August 2010 and intend to be back in the fall, winter to enjoy Phillies baseball, Temple and Penn football and basketball, and, hopefully to enjoy an Eagles Football game. I also want to come back to Moorestown to ensure that it complies with the access laws. I intend to use its parks, library, City Hall, streets, sidewalks throughout its community.

5. Please provide, in chronological order, the name, venue and docket number of every lawsuit or administrative complaint to which you have been a party over the past 20 years. With respect to each lawsuit or complaint listed, describe in detail the outcome of the lawsuit, including the terms of any settlement reached and/or judgment entered. Your description should include all monetary amounts paid to you, any other plaintiffs involved in the case and all equitable relief awarded or provided voluntarily by the defendant.

See attached list.

6. Describe in chronological order and by date each time you have been a patron of Moorestown Township's services, identifying with respect to each date of the services of which you were a patron.

See answer to question number 2.

7. With respect to each visit to Moorestown Township, describe in detail how your ability to utilize the services was impaired.

The lack of access makes it very dangerous to utilize its facilities. I will rely on Mr. Cody's reports for the exact nature of the violations however in lay person's terms I am not aware of any streets, curb cuts, sidewalks that are in compliance with the ADA or LAD which includes the main drag and the streets adjacent to the library. Said streets have illegal thresholds, slopes and cross slopes. There is no access to Strawbridge Lake and it is my understanding that none of the other parks are accessible, library does not have a proper accessible route, door entrances or bathrooms. The City Hall does not have accessible parking or curb cut and indeed, the door closes too quickly and is dangerous.

8. Prior to filing this lawsuit, have you ever contacted Moorestown to inquire into accommodations for the disabled? If not, please explain why not. If so, please describe all efforts you took to obtain an accommodation and the outcome of your efforts.

See answer to question 3. It is very frustrating that the top level employees who have been made aware of the access problems as well as Mr. Harrison and his associates declined to even be shown the violations. I have been told that these violations have been violations since President Nixon and William Cahill who was Governor in the 60's and still the town violates the law notwithstanding it has an elected Mayor, city council, city manager, in-house attorney and a attorney from Edison, New Jersey.

9. Describe in detail your intentions to "return to said services both as a patron and a tester."

See answer to question 4. I enjoy Moorestown, I love their downtown, would love to enjoy Strawbridge Lake park, would love to properly use the City Hall and library especially since these are the nicest and closest facilities to my normal hotel stays. I also intend to be a tester to ensure compliance especially since Defendant would rather waste its money on attorney fees to its defense counsel to comply with the access laws since President Nixon and William Cahill.

10. Describe in detail the "emotional distress and anger" you have experienced as a result of lack of accessibility you experienced to Moorestown Township's services.

I'm very disturbed that such a beautiful, wealthy town continues to violate the civil rights of the disabled. At this stage I must draw the conclusion that the violations are intentional and the result of corruption and most likely both.

11. Provide the names and addresses of all medical or other professionals with whom you have consulted or treated over the past 10 years for anger or emotional distress.

Objection, immaterial in that I'm not seeking damages for a permanent injury but just anger and frustration at a beautiful, wealthy town that continues to violate my civil rights due to intentional violations and corruption.

12. Describe in detail how Moorestown Township was "[p]rior to this suit...aware of Plaintiff's complaints in regard to its library not being in compliance" as stated in Paragraph 11 of the Complaint. Provide copies of all documents substantiating that Moorestown Township was aware or should have been aware of Plaintiff's complaints.

Defendant is already in receipt of my proposed amended complaint in the state action. In addition, Mr. Harrison declined for my lawyer to show him the violations prior to filing this suit. Even during the suit Mr. Harrison's associate declined to look at the curb cut problems in that Richard Nixon, George Bush, Sr, William Clinton, George Bush, Jr., Barack Obama, as well as Congress has informed the defendant of its ADA problems and as well as the respective governors of New Jersey. Notice is not required. I am quite

frustrated that even when notice is supplied the defendant still ignores the laws. Indeed, the defendant did a self evaluation survey in the early 90s which was ignored.

13. Describe in detail the injunctive relief you are seeking, including within your description the precise locations and services at issue and the precise relief you seek with respect to each of such services.

Objection, I am not an attorney so I do not understand the terms however I will rely upon Mr. Cody's reports for the facilities and services which should be made accessible.

14. Describe the basis for your claim for damages.

Objection, I'm not an attorney but I am told the LAD provides for damages for anger, frustration. This case is made worse in that defendant intentionally violates the law.

15. Have you ever requested assistance from a municipal employee or any other representative of Moorestown Township in obtaining access to any of the services to which you claim lack of access or impaired access? If so, please provide a description of such request and the outcome of such request. If not, please explain why not.

See answer to questions 3 and 12.

16. Identify all documents that may relate to this action, and attach copies of each such document.

I will respond to a proper production of documents request.

17. State the names and addresses of all persons who have knowledge of any facts relating to the case. With respect to each person, describe his or her relevant knowledge.

William B. Cody, M.Ed.

Nicholas Pavlak

Albena Shutenko

Heather Lasky

They have knowledge of my disability, my attempts to utilize the services and violations of the access laws.

18. If any photographs, videotapes, audiotapes, or other forms of electronic recording, sketches, reproductions, charts or maps were made with respect to anything that is relevant to the subject matter of the complaint, describe:

- (a) The number of each;
- (b) What each shows or contains;
- (c) The date taken or made;
- (d) The names and addresses of the persons who made them;
- (e) In whose possession they are at present; and

- (f) If in your possession, attach a copy, or if not, subject to convenient copying, state the location where inspection and copying may take place.

See Cody reports.

- 19. If you or your representative and the defendant have had any oral communication concerning the subject matter of this lawsuit, state:
 - (a) The date of the communication;
 - (b) The name and address of each participant;
 - (c) The name and address of each person present at the time of such communication;
 - (d) Where such communication took place;
 - (e) A summary of what was said by each party participating in the communication.

See answers to questions 3 and 12.

- 20. If you claim that the violation of any statute, rule, regulation, or ordinance is a factor in this litigation, state the exact title and section.

Objection, defendant has exceeded the number of questions to be asked, including subsections. In addition, I am not an attorney. I have instructed my attorney to reply to said question if requested by defendant.

- 21. State the names and addresses of any and all proposed expert witnesses. Set forth in detail the qualifications of each expert named and attach a copy of each expert's current resume. Also attach true copies of all written reports provided to you by any such proposed expert witnesses.

With respect to all expert witnesses, including treating physicians, who are expected to testify at trial and with respect to any person who had conducted an examination, who may testify, state each such witness's name, address, and area of expertise and attach a true copy of all written report provide to you. If a report is not written, supply a summary of any oral report provided to you.

State the subject matter on which your experts are expected to testify. State the substance of the facts and opinions to which your experts are expected to testify. State the substance of the facts and opinions to which your experts are expected to testify and a summary of the grounds for each opinion.

See Cody reports.

**GREGORY LASKY AND/OR GREGORY LASKY & AFDA
UNITED STATES DISTRICT COURT CASES**

Name of Case	Case Number	Status
<u>NEW JERSEY</u>		
Friendly's Store No. 0752	1:07-cv-00786	Settled; Confidential
Borough of Hightstown	3:09-cv-01717	Active
Fargo Hotel Realty	1:07-cv-01969	Settled; Confidential
Wachovia Corp.	1:08-cv-02161	Settled; Confidential
Trustees of Princeton University	3:08-cv-03080	Active
Willingboro Town Center et al.	1:08-cv-03814	Active
Camden County, City of Camden	1:09-cv-04338	Active
City of Atlantic City	1:09-cv-05436	Active
BRE/ESA P Portfolio, LLC	1:08-cv-05453	Settled; Confidential
Moorestown Township	1:09-cv-05624	Active
<u>MIDDLE DISTRICT OF FLORIDA</u>		
Helms Food Service	3:09-cv-00164	Settled; injunctive relief; \$4,000.00; Agreement enclosed
<u>SOUTHERN DISTRICT OF FLORIDA</u>		
City of Oakland Park	0:07-cv-60350	Settled; injunctive relief; \$6,750.00; Agreement enclosed
City of Margate	0:07-cv-60499	Settled; \$3,000.00; injunctive relief; Agreement enclosed
City of Pompano Beach	0:07-cv-60515	Settled; \$17,000.00; Agreement enclosed
Alan A. Jaffee, Ph.D.	0:06-cv-61054	Dismissed
Wendy's of N.E. Florida, Inc.	0:06-cv-61823	Settled; Confidential
Southern Tier South	0:05-cv-61957	Settled; Confidential
<u>EASTERN DISTRICT OF PENNSYLVANIA</u>		
Extended Stay America	2:07-cv-04201	Settled; Confidential
<u>3rd JUDICIAL CIRCUIT – COLUMBIA COUNTY</u>		
Inn of Lake City, Inc./Cabot Lodge	10-237 CA	Active
United Artists Theatres, et al.	10-238 CA	Active
Chicken Foot Development/Zaxbys	10-239 CA	Active
<u>3rd JUDICIAL CIRCUIT – SUWANNEE COUNTY</u>		
Ken's Bar-Be-Que, Inc.	6120 10 CA 117	Active
<u>17th JUDICIAL CIRCUIT – BROWARD COUNTY</u>		

69 th Street Properties; Boston Market Corp, et al.	10-07269 Div. 02	Active
<u>9th JUDICIAL CIRCUIT – ORANGE COUNTY</u>		
UST Hotel Joint Venture/Peabody	10 CA 1459 #40	Active
<u>SOUTH CAROLINA</u>		
Accor North America	2:09-cv-00833	Settled; Confidential
McDonald's Corporation	4:10-cv-445	Active
Highrise Development Co, LLC	10-cv-796	Active

GREGORY LASKY
LIST OF CASES – NEW JERSEY

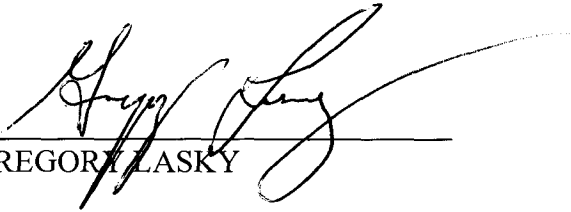
Superior Court – Atlantic County	Docket No.	Status
Renault, LLC et al, (Hotel/Winery, Egg Harbor City, NJ)	ATL-L-4045-07	Settled Confidential
Blue Heron Woods	ATL-L-3852-09	Active
1125 Atlantic Avenue LLC	ATL-L-3847-09	Active
Superior Court - Camden		
Novack v. Village Apts (G. Lasky – guardian)	CAM-L-2373-06	Settled; \$225,000.00; Agreement has to be signed
G.P. D'Agui, LLC et al (Dunkin Donuts Pennsauken, NJ)	CAM-L-8260-06	Settled Confidential
Cherry Hill Township (Library, Cherry Hill, NJ)	CAM-L-1149-08	Settled Injunctive relief; \$7,500.00; Agreement enclosed
Majestic Empire Holdings (Wendy's, Bellmawr, NJ)	CAM-L-2998-08	Active <i>sett</i>
NJ Whitehorse LLC (Fuddrucker's Rest., Voorhees, NJ)	CAM-L-6441-08	Active <i>Conf</i>
Odyssey Realty of 1604, LLC (Burger King, Pennsauken, NJ)	CAM-L-1872-08	Active <i>sett</i> <i>Conf</i>
Shree Umiya Corp. (Dunkin Donuts, Lawnside, NJ)	CAM-L-5183-08	Settled; Confidential
Stephen Picot (Dunkin Donuts, Bellmawr, NJ)	CAM-L-3005-08	Dismissed without settlement
Stephen Picot (Dunkin Donuts, Bellmawr, NJ)	CAM-L-6503-09	Request for Default filed with Court
Easton Hospitality Group LLC (Howard Johnson's, Blackwood, NJ)	CAM-L-242-09	Settled Confidential
Vitarelli's Pizza & Restaurant, Cherry Hill, NJ	CAM-L-3000-08	Settled Confidential
JSM at Talmadge LLC	CAM-L-3791-09	Active
Lorest, LLC	CAM-L-3788-09	Dismissed
Cheung Kong Investment LP	CAM-L-3789-09	Active
ET Associates	CAM-L-3787-09	Active
Chestnut Place Condo v. Novack Stuart	CAM-L-3220-08	Active
L&L Park 80 LLC	CAM-L-4007-09	Active
Springdale Plaza	CAM-L-3784-09	Active
East Gate EGS TIC, LLC et al	CAM-L-4423-09	Active
DEB Associates, Inc.	CAM-L-1073-10	Active
Midland Bagel & Grill, LLC et al.	CAM-L-1074-10	Active

Tacconelli's Pizzeria, LLC et al.	CAM-L-1072-10	Active
Carney's Hospitality/Quality Inn	CAM-L-52-10	Active
P&P Cherry Hill Hospitality Crowne Plaza	CAM-L-1075-10	Active
Big Taco Properties	CAM-L-1295-10	Active
GMRI – Bahama Breeze	CAM-L-1725-10	Active
Superior Court – Burlington		
Burger King Corp. BK#2557 (Burger King, Maple Shade, NJ)	BUR-L-3315-07	Settled Confidential
Greentree Square Affiliates, et al. (strip mall, Evesham, NJ)	BUR-C-174-06	Settled Confidential
KIOP Delran, LP (strip mall, Rte. 130, Delran, NJ)	BUR-C-175-06	Settled Confidential
Moorestown Township (park – Strawbridge Lake, NJ)	BUR-C-17-08	Active
H.W. Heritage Inn Mt. Laurel (Homewood Suites, Mt. Laurel, NJ)	BUR-C-178-07	Settled Confidential
Wachovia (Banks located in Moorestown, Maple Shade, Deptford, NJ)	BUR-C-194-07	Settled Confidential
Hartford Corners 1930 Corp. (strip mall, Fairview Blvd., Delran, NJ)	BUR-L-923-07	Settled Confidential
Innkeepers Summerfield General (Hyatt, Mt. Laurel, NJ)	BUR-L-3300-07	Settled Confidential
Sai Sharan Inc. (Dunkin Donuts, Maple Shade, NJ)	BUR-L-3314-07	Settled Confidential
SDI/Evesham Equities LP (strip mall, Rt. 70, Evesham, NJ)	BUR-L-3525-07	Active
Aakash Management Co., Inc. (Bel-Air Motor Lodge, Maple Shade, NJ)	BUR-L-2841-08	Settled Confidential
T-Mobile USA, Inc. et al. (store, Rt. 38, Maple Shade, NJ)	BUR-L-2793-08	Settled Confidential
BRE ESA P Portfolio, LLC (Crossland Extended Stay, Maple Shade, NJ)	BUR-L-2795-08	Settled Confidential
J2 F2 Inc (Friendly's, Rt. 38, Mt. Laurel, NJ)	BUR-L-2959-08	Active
NJ Restaurants LP (KFC/Taco Bell, Rt. 73, Maple Shade, NJ)	BUR-L-3314-08	Settled Confidential
Mt. Laurel Hotel Develop. LLC	BUR-L-2532-09	Active
Columbus Farmers' Market	BUR-L-663-09	Active
Mt. Laurel Hotel Dev., LLC Westin	BUR-L-2532-09	Active
MG Enterprises	BUR-L-1396-10	Active

Superior Court – Gloucester		
Bleznak & Maimon (Friendly's, Deptford, NJ)	GLO-L-1557-08	Active
JAV of Brooklawn (Clancy's Pub, Sewell, NJ)	GLO-L-2008-08	Active
Superior Court – Mercer		
Hightstown Village, LLC (strip mall, Franklin St., Hightstown, NJ)	MER-L-311-09	Active
Borough of Hightstown	MER-L-216-09	Active
Superior Court - Monmouth		
Aberdeen Twp; NJDOT; Commis. Stephen Dilts	MON-L-3221-09	Active; Aberdeen Twp dismiss from case
Georgetown Realty Associates	MON-L-3220-09	Active
Superior Court – Salem		
Pilot Travel Centers et al. (Carney's Point, NJ, Store #253)	SLM-L-319-08	Settled Confidential

CERTIFICATION

I hereby certify that the foregoing statements made by me are true. If they are willfully false, I am subject to punishment.



GREGORY LASKY

DATED: 6-8-10

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KARL LOOSE;	:	CASE NO. 1:10-CV-06587-JBS-KMW
THOMAS HAMILL;	:	
GREGORY LASKY;	:	
ADVOCATES FOR DISABLED	:	Civil Action
AMERICANS (AFDA);	:	
	:	
Plaintiffs,	:	
vs.	:	
	:	
NORTH WILDWOOD CITY;	:	DISMISSAL WITH PREJUDICE
JOHN DOE(S), fictitious names of	:	AS TO ADVOCATES FOR DISABLED
Defendants A thru Z,	:	AMERICANS (AFDA) ONLY
	:	
Defendant(s).	:	

Please dismiss the above with prejudice in regard to Plaintiff Advocates For Disabled Americans (AFDA) only.

Dated: October 17, 2011

BY: s/Anthony J. Brady, Jr.
ANTHONY J. BRADY, JR., ESQUIRE
1 Rose Avenue
Maple Shade, New Jersey 08052
(856) 662-5234
Attorney for Plaintiffs

BY: s/Eric L. Harrison
ERIC L. HARRISON, ESQUIRE
METHFESSEL & WERBEL, P.C.
3 Ethel Road
P O Box 3012
Edison, New Jersey 08818
(732) 248-4200
Attorney for Defendant

The claims of Plaintiff Advocates For Disabled Americans (AFDA) be
and are hereby DISMISSED WITH PREJUDICE

Oct. 24, 2011

Jerome B. Simandle
HONORABLE JEROME B. SIMANDLE, U.S.D.J.

EXHIBIT F

1 bringing up street by street, corner by corner. So
2 they redid them and they did redid them all wrong.

3 Q. Was anybody with you when you went on
4 October 9th?

5 A. No.

6 Q. You were there alone?

7 A. Correct.

8 Q. And did you get out of your vehicle at
9 any time?

10 A. I did at one point on JFK by the beach
11 to see about the first bathroom where JFK starts right
12 on the water where you have the parking, you have a
13 sidewalk, you have the removal, then you go down the
14 sidewalk to asphalt for bikers, runners, walkers and
15 then they have a bathroom which is elevated and they
16 also have a porta-potty on the sand, to see if the
17 bars were open. So I just went up and down on the
18 sidewalk just to get a, you know, some of the fresh
19 air and see what, if anything, had been done for the
20 access from the asphalt portion of the beach, which is
21 beach side of the sidewalk, to the new, newly built, I
22 guess you want to call it ramps that go over the dunes
23 to get to the water, but nothing had been addressed.
24 There was nothing changed. It's all sand.

25 So I didn't waste my time to even go

1 A. Can you be more specific again?

2 Q. I need to know if you have specific
3 plans to return to North Wildwood.

4 A. Yes, but I don't know exactly what date.

5 Q. And what is the purpose of your planned
6 visit to North Wildwood?

7 A. To continue to see about access, to
8 enjoy what little parts of the sidewalk that we can
9 get to and we hold our yearly meeting and we're going
10 to continue to hold it at Flip Flops.

11 Q. And when you say "we" you're talking --

12 A. AFDA.

13 Q. -- the Advocates for Disabled Americans
14 group.

15 Has there been a meeting of the
16 Advocates for Disabled Americans group since July of
17 2011?

18 A. No. We're fluctuating on dates right
19 now trying to correlate with all the different
20 members between their personal, medical issues.

21 Q. How many members are there in AFDA
22 currently? Are you still the president?

23 A. Yes.

24 Q. How many members are there currently?

25 A. We're growing. Active as of right now,

1 job responsibility, but what we would like each person
2 to do, assign a specific task to one person making
3 aware to their group of disabled friends what their
4 issues are and if they are, are they interested in
5 becoming advocates to help other people that need
6 assistance to make the public aware, places that do
7 make accommodations for disabled because it benefits
8 them. It doesn't -- they lose nothing by making
9 themselves accessible. One, it's the law, but, two,
10 they're going to have all of us going there.

11 So we discuss that and then after that
12 we -- I was informed via your consent to the ADA
13 coordinator and the mayor or the city manager, I don't
14 know what his title was, to directly call the police,
15 ask police for assistance and in any way we needed,
16 which I did, and I got the desk sergeant. I have all
17 the minutes written up in my laptop. I don't have
18 them with me.

19 Spoke to the sergeant for approximately
20 25 to almost 30 minutes and was -- informed him that I
21 got consent to discuss this matter for assistance
22 directly via you first to the city manager, to ADA
23 coordinator. Both of them advised me that we are to
24 call once the ADA meeting was concluded and any
25 assistance needed throughout the entire town of North

1 Then after that I got the case number
2 and I said to him, have a wonderful weekend. It's
3 beautiful out.

4 He said, please be safe. I'm sorry, but
5 I can't do what you're requesting, will not do, will
6 not do.

7 So then I think Tom -- I don't know if
8 Ed wanted to, but Tom went to the -- was going to go
9 to the beach. So I was also instructed prior to going
10 to our meeting at Flip Flops to -- if we needed any
11 assistance on the beach to call the lifeguards.

12 So I then called the lifeguard station,
13 spoke to a young gentleman over the phone and I asked
14 to see who the highest person at the lifeguard station
15 was. And it was a captain. I don't have his name off
16 the top of my head, it's in my notes, but spoke to
17 him. Very nice gentleman.

18 I inquired about beach access
19 wheelchairs and I explained to him again we were
20 informed via you through other channels in the city to
21 call, to be inquiring about this, and I asked him,
22 one, do they have beach chairs that are for disabled
23 people?

24 Yes, he said.

25 I asked him, do you have motorized ones?

1 accommodate you and do what you're asking.

2 And I said, thank you very much. You've
3 been very nice.

4 And reported back to the members what
5 the brunt -- which most of them heard because they
6 were all -- we were all away from the main service
7 area of Flip Flops. The gentleman gave us a back
8 table away from everybody.

9 So I discussed briefly what happened
10 with the members and we all looked at each other and
11 we're not surprised and we said -- well, Flip Flops'
12 owner was there and we said -- a couple left, couple
13 stayed and we said, we'll see you next year. We'll be
14 back.

15 He said, we love having you, not a
16 problem.

17 Bring him money, bring him business.

18 Q. Have you used an electric beach
19 wheelchair before?

20 A. No, not myself personally, no.

21 Q. Do you know anybody who has?

22 A. Yeah, I met three people yesterday.

23 Q. Before yesterday, did you know anybody
24 who had?

25 A. You'd have to be more specific.

1 in a motorized beach chair?

2 A. I'm assume they make submersible motors
3 for everything. You should be able to, should.

4 Q. And was it your intention that day, if
5 they had a motorized beach wheelchair, to go in the
6 water with it?

7 A. Absolutely.

8 Q. Are you aware of any towns, whether in
9 New Jersey or in any other state, which own motorized
10 beach wheelchairs?

11 A. I think there is one. It wouldn't be in
12 the state of New Jersey, but in South Miami -- South
13 Florida between the Keys, I think there is a place
14 that has some. And the Bahamas, I know they had a
15 place had -- a tourist place had on a cruise we went,
16 they had them. Problem was they couldn't get to them
17 because they didn't have a vehicle to get us to the
18 point. They advertised they had motorized chairs for
19 the beach.

20 But most of the other places that I know
21 of that they don't say -- they say assisted
22 wheelchair. When I inquire about what they mean by
23 assisted they do provide somebody or persons if you
24 are -- want to or are able to they will move you in
25 their motorized -- in similar style to the yellow, I

1 guess, plastic big yellow tires. They will assist
2 moving you wherever you want on the beach. And most
3 of them they've said the beach is packed down in the
4 areas they utilize, but other than that that would be
5 two or three places I've heard of.

6 Q. You mentioned a place in South Florida.
7 Was that a public beach or a privately
8 owned beach?

9 A. I believe it was a public.

10 Q. And can you remember the name of the
11 town or city?

12 A. It would be south of Opa Locka and north
13 of Key Largo, I believe on the east side.

14 Q. And how did you learn about that
15 motorized beach wheelchair available there?

16 A. We were doing -- my wife and I were
17 doing research on accessible either hotel on the beach
18 side or bigger than bed and breakfast but smaller than
19 a hotel/motel. I don't know if that makes sense, but
20 something like that.

21 Q. Got it. You mentioned an assisted
22 wheelchair often meaning that a person will be
23 provided to help move the disabled person.

24 Have you ever used the services of an
25 assisted wheelchair?

1 A. I haven't gone to one, no.

2 Q. Any particular reason?

3 A. Because time and what's going on in my
4 life right now, no.

5 Q. I don't mean just right now. I mean
6 ever in your life.

7 A. The times that we looked into it, like,
8 in the -- in the Bahamas, they had -- turned out there
9 was no vehicles privately owned -- they're all
10 privately owned, the vans with lifts to lift my type
11 of wheelchair versus Mr. Hamill which is a manual
12 wheelchair which can be easy -- not easily, but it can
13 be collapsed and it's not -- I don't know what words
14 to say without using you, Tom, without you --

15 MR. BRADY: It's not real appropriate.

16 THE WITNESS: It's a 20-pound wheelchair
17 versus a two-hundred some pound without
18 batteries wheelchair. I mean, we've done
19 research at times. We -- wasn't worth the
20 headache and financial issues came up over the
21 last years.

22 BY MR. HARRISON:

23 Q. You mentioned vacation places that
24 you've gone.

25 Are there any public beaches that you've

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

KARL LOOSE, ET AL.,

Plaintiffs,

v.

NORTH WILDWOOD CITY & JOHN
DOES fictitious names of
Defendants A thru Z,

Defendants.

Civil Action
No. 10-6587 (JBS/KMW)

ORDER

This matter having come before the Court on Plaintiff Loose's motion to voluntarily withdraw his claims without prejudice, [Docket Item 22], and the remaining Plaintiffs' motion to amend the Complaint [Docket Item 23]; for the reasons stated in the Memorandum Opinion of today's date; and for good cause shown;

IT IS this 14th day of **February, 2012** hereby

ORDERED that Plaintiff Loose's claims are **DISMISSED WITHOUT PREJUDICE**; and it is further

ORDERED that the claims of Plaintiffs Thomas Hamill and Gregory Lasky under the New Jersey Law Against Discrimination are **DISMISSED WITHOUT PREJUDICE**; and it is further

ORDERED that the motion to amend is **GRANTED**, and the remaining Plaintiffs have leave to file the Amended Complaint within seven (7) days of this Order.

s/ Jerome B. Simandle

JEROME B. SIMANDLE
Chief U.S. District Judge

EXHIBIT H

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

EDWARD LAW;
CARMENA STONEY;
ADVOCATES FOR DISABLED
AMERICANS (AFDA),

Plaintiffs,

vs.

NORTH WILDWOOD CITY;
ABERDEEN TOWNSHIP,

Defendants.

: CASE NO.

: Civil Action

: 'PLAINTIFFS' COMPLAINT

Plaintiffs, Edward Law residing at 2612 Burwood Avenue, Orlando, Orange County, Florida 32837; Carmena Stoney residing at 1240 Imbertown Road, Bedford, Pennsylvania 15522; and, Advocates For Disabled Americans (AFDA) doing business in Camden County, New Jersey, by way of complaint against the Defendants states:

JURISDICTION

1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 in that Plaintiffs allege a violation of federal law, the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq..

PARTIES

2. Plaintiff Law is disabled and uses a wheelchair. Plaintiff Law is originally from Philadelphia, Pennsylvania and is a frequent visitor to Defendant North Wildwood City.
3. Plaintiff Stoney is disabled and uses a cane and scooter. She is a homeowner in Defendant Aberdeen Township, New Jersey.

4. Plaintiff AFDA is a civil rights organization whose goal, in part, is to enforce the rights of the disabled,
5. Defendant North Wildwood City is a municipality and an ADA Title II entity located in New Jersey.
6. Defendant Aberdeen Township is a municipality and an ADA Title II entity located in New Jersey.

FIRST COUNT

7. Plaintiff Law has been a patron of Defendant North Wildwood City's services including their parking and beach.
8. Plaintiff Law's ability to utilize same was greatly impaired in that the Defendant does not provide proper parking at Defendant's parking lot on Old New Jersey Avenue, does not have proper curb cuts for the disabled, and the access route to the beach is not maintained rendering it impossible for the disabled to reach the beach.
9. Defendant is a municipality located in Cape May County and is a public entity under the federal Americans With Disabilities Act (ADA) and the New Jersey Law Against Discrimination (LAD).
10. The lack of accessibility to Plaintiff and the disabled is a violation of the ADA and LAD.
11. Plaintiff Law intends to return to the Defendant's services both as a patron and a tester.
12. As a result Plaintiff Law sustained anger and emotional distress.
13. Plaintiff Law reserves the right to amend as discovery progresses.
14. Defendant was previously sued for ADA violations under Case No. 1:95-cv-01373-JEI in the United States District Court – District of New Jersey.

WHEREFORE, Plaintiff Law demands judgment for:

- 1) Injunctive relief.
- 2) Damages.
- 3) Attorney fees.
- 4) Costs of suit.

SECOND COUNT

15. Plaintiff Stoney repeats the allegations of the first count.
16. Plaintiff Stoney has been a patron of Defendant's City Hall and parking. Her ability to utilize the services of the Defendant has been impaired on account of her disability.
17. Specifically, the parks do not have proper access routes, parking and bathrooms. In addition, the City Hall does not have proper access, etc.
18. Plaintiff Stoney reserves the right to amend as discovery progresses.
19. The lack of access is a violation of the LAD and ADA.
20. This lack of access is outrageous in that in a previous lawsuit Defendant agreed to make its services and said facilities accessible.
21. Plaintiff intends to return to said services both as a patron and a tester.
22. As a result Plaintiff Stoney sustained anger and emotional distress.

WHEREFORE, Plaintiff Stoney demands judgment for:

- 1) Injunctive relief.
- 2) Damages, including punitive.
- 3) Attorney fees.
- 4) Costs of suit.

THIRD COUNT

23. Plaintiff AFDA repeats the allegations of the first and second counts.

24. In its own right Plaintiff AFDA has standing to prosecute this matter.

WHEREFORE, Plaintiff AFDA demands judgment for:

- 1) Injunctive relief.
- 2) Damages.
- 3) Attorney fees.
- 4) Costs of suit.

PLAINTIFFS DEMAND A TRIAL BY JURY IN REGARD TO DAMAGES.

Dated: April 14, 2009

s/Anthony J. Brady, Jr.
ANTHONY J. BRADY, JR., ESQUIRE
1 Rose Avenue
P O Box 129
Maple Shade, New Jersey 08052
(856) 662-5234
Email: ladbrady@gmail.com
Attorney for Plaintiffs

EXHIBIT I

1 A. It was last year July 16th.

2 Q. Was there any reason that you were
3 in that area the 16th?

4 A. Yes. I was at my high school
5 reunion.

6 Q. Was this an event that you were
7 invited to by the high school or, was this just a
8 gathering of people that you went to school with?

9 A. It's an event that we have every
10 year. It's an alumni thing. Shore-to-Shore it's
11 called for Cardinal Dougherty High School?

12 Q. Now, on this July 16th occasion, did
13 you fly into New Jersey from Florida?

14 A. Not that day. I stayed -- well, I
15 flew up like I think it was two days previous.

16 Q. Do you remember where you stayed?

17 A. I stayed in Margate, New Jersey.

18 Q. Do you remember the name of the
19 hotel?

20 A. I stayed at my friend's condominium
21 on Atlantic Avenue.

22 Q. And what's the name of that friend?

23 A. Nicholas Falcone.

24 Q. Did Mr. Falcone also go to high
25 school with you?

1 A. For a couple years.

2 Q. Did he attend the reunion with you
3 on the 16th?

4 A. No.

5 Q. How did you get to the reunion?

6 A. Drove with my friend.

7 Q. He drove you?

8 A. Yes. My friend drove me.

9 Q. Did he drop you -- well, first --
10 strike that.

11 Where was the reunion located?

12 A. It's right -- it's called Keenan's
13 Pub.

14 Q. Now, did Mr. Falcone drop you off in
15 front of the pub or did he park somewhere?

16 A. No, he didn't. Nicky didn't go.
17 Nicky Falcone didn't go.

18 Q. Just so I'm clear, then how did you
19 get there?

20 A. My friend Samuel Figueroa drove me.

21 Q. Did Samuel drop you off out front,
22 or did you guys both try to park the car in that
23 area?

24 A. Tried to park the car.

25 Q. Does Samuel have a handicapped tag?

1 A. I didn't have a handicapped tag --
2 he doesn't have one. I have one.

3 Q. Did you guys use that when you were
4 trying to park the car?

5 A. What happened was we didn't see no
6 signs for disabled parking.

7 MR. BRADY: There's a specific
8 question. Did you use your disability parking
9 tag?

10 THE WITNESS: No. I didn't have to
11 use it that day. I ended up parking in someone's
12 driveway.

13 BY MS. JOHNSON:

14 Q. And why didn't you have to use the
15 tag, why did you not have to use the tag?

16 A. To get me out you asked where I got
17 out at. I got out in someone's driveway and then
18 he went and parked the car.

19 Q. Okay.

20 A. In that parking lot on Old New
21 Jersey Avenue.

22 Q. That was the driveway where he let
23 you out that, was that near the Keenan's Pub
24 facility?

25 A. Yeah.

1 Q. Was it next door or a block away, do
2 you remember?

3 A. Like right on the same street.

4 Q. Now, on this July 16th date, did you
5 attempt to access any beach facilities from the
6 Old New Jersey Avenue area?

7 A. Yes.

8 Q. And can you describe for me where
9 you went?

10 A. We went all up and down. You know,
11 first we went -- we went all over towards the
12 beach and that's when there was no access for me.

13 Q. Now, was this all along New Jersey
14 Avenue, is that where you were?

15 A. Yeah. It was like Spruce, Chestnut
16 all around there, Walnut, First Avenue.

17 Q. So you were in your wheelchair and
18 was Samuel just walking with you?

19 A. Yeah.

20 Q. Now, to refresh your memory, can you
21 remember what you encountered when you were at Old
22 New Jersey Avenue and Spruce?

23 A. Old New Jersey Avenue, there was
24 no -- I was trying to wheel and I noticed, you
25 know, some of the curb cuts weren't right, the

1 access wasn't right, so --

2 Q. When you say wasn't right with the
3 curb cuts, what do you mean by that?

4 A. Well, it's like certain cuts are
5 impaired where you can't get up on your own just
6 like they're supposed to be done a certain way to
7 make it easier for people in a wheelchair so you
8 can smoothly go up onto a pavement or come down
9 onto a street.

10 Q. Did Samuel at any point have to help
11 you to get up on the curb?

12 A. I was trying to do it on my own, but
13 some of the curbs were bad so I got a little
14 frustrated.

15 Q. Can you describe what you
16 encountered at Old New Jersey Avenue and Walnut?

17 A. I can't recall everything because I
18 was part, I don't know, a little bit wheeling me
19 all over the place, having friends telling me to
20 meet me here, meet me there. It was one of those
21 types of days.

22 Q. Do you remember any details about
23 Chestnut Street or that area, is it the same?

24 A. Just basic curb cuts, you know, that
25 kind of stuff.

1 Q. And how about at First Avenue?

2 A. First Avenue, like I said, some of
3 the areas where you couldn't get up onto the
4 pavement where there was no curb cuts, stuff like
5 that.

6 Q. Do you remember what time your
7 reunion started?

8 A. Wow, what a day. About 2:00 in the
9 afternoon til 8:00 at night.

10 Q. Did you eat at the Keenan's Pub
11 facility?

12 A. Yes.

13 Q. Did you have any alcohol there?

14 A. Yeah. A few beers.

15 Q. Are you doing okay so far?

16 A. Yeah.

17 Q. Okay. I'm going to hand to you --
18 oh, I already did, your Interrogatory Answers
19 which was the first thing I gave you. It's marked
20 D-1. Now, if you could turn to your answers on
21 Page 4.

22 A. Yep.

23 Q. I don't know if you're looking at
24 the same thing. I think you're looking at --
25 there you go, it's that paper there.

EXHIBIT J

*Law Offices
of*
ANTHONY J. BRADY, JR.
Attorney at Law
1 Rose Avenue
P O Box 129
Maple Shade, New Jersey 08052
Tel: (856) 662-5234
Email: ladbrady@gmail.com

Member of NJ, PA, SC & FL Bars

VIA EMAIL & U.S. MAIL

October 14, 2010

Eric L. Harrison, Esquire
METHFESSEL & WERBEL
P O Box 3012
Edison, NJ 08818

RE: Edward Law; Carmena Stoney v. North Wildwood City, Aberdeen
Case No. 1:09-cv-04178-JHR-KMW

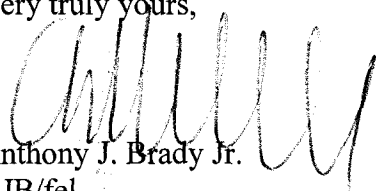
Dear Mr. Harrison:

Please be advised that Plaintiff Law amends his F. R. Civ. 26 Disclosures to include Gregory Lasky of 3350 East Greenview Terrace, Margate, Broward County, Florida, 954-290-6963. Mr. Lasky will testify to unsuccessful attempts to contact Defendant in regard to assistance in regard to access of services in Defendant's township.

In addition, Plaintiff Law amends his interrogatory answers and F. R. Civ. P. 26 Disclosures to include Albenia Shutenko of 1 Rose Avenue, Maple Shade, New Jersey 08052, who was a witness to Mr. Lasky's attempts.

I thank you for your kind attention.

Very truly yours,


Anthony J. Brady Jr.
AJB/fel

7/16/89 ELH

EXHIBIT K

1 MR. BRADY: You haven't, okay.

2 You're a witness for Mr. Law.

3 THE WITNESS: Yes. That's what I
4 mean, I'm confused. No.

5 BY MS. JOHNSON:

6 Q. Okay. Have you ever sued a private
7 establishment within the City of North Wildwood?

8 A. Can you rephrase that?

9 Q. Sure. Have you ever sued a private
10 establishment, for example, a restaurant or a
11 private business located within the City of North
12 Wildwood?

13 A. No.

14 Q. On what dates have you visited the
15 City of North Wildwood?

16 A. It was October 9th.

17 Q. Of 2010?

18 A. Yes. That was it.

19 Q. And why were you there?

20 A. Due to the conversation with Mr.
21 Law, the access, we plan on having next year's
22 AFDA meeting approximately January, February, or
23 actually not January, February. Let me rephrase
24 that because we're coming up to that. It would be
25 the end of 2011 to have our annual AFDA meeting in

1 MR. BRADY: You know, why he was in
2 New Jersey. He had a trial, a jury trial in
3 Morristown.

4 MS. JOHNSON: I don't know.

5 MR. BRADY: Yes, you do. You
6 participated in that trial.

7 MS. JOHNSON: That wasn't three
8 weeks ago. It's December, I mean, and if it was,
9 I don't have a date book in front of me, I don't
10 know his schedule and, further, I mean that's
11 inappropriate for right now.

12 MR. BRADY: Okay. Proceed.

13 BY MS. JOHNSON:

14 Q. So you mentioned two locations in
15 Mount Laurel. Do you remember what those were?

16 A. No recollection at all.

17 Q. How about in Cherry Hill?

18 MR. BRADY: Okay. Again, what is
19 the question, what he did in Cherry Hill or --

20 MS. JOHNSON: I asked him
21 specifically, and if the witness doesn't have a
22 problem with the question and understand what I'm
23 asking him, I mean he just answered the question
24 though. Do you have an objection, because you're
25 interfering in my questioning.

EXHIBIT L

1 to Cape May since 2008. I have driven through North
2 Wildwood, I do not remember the dates. On October
3 9 --

4 BY MS. JOHNSON:

5 Q. If I may interrupt you. Mr. Lasky, what
6 you're looking isn't a caption, it's your answers to
7 interrogatories. If you are not looking at that you
8 may say for the record you are not looking at it.

9 A. I still don't remember. Can't find the
10 date that I went in reference to Ed Law's. I went
11 so many different times throughout the seasons,
12 multiple visits. You know, one trip up here, I
13 can't.

14 Q. I'm going to give you what's been
15 premarked D-3 and D-4. You are already looking at
16 your copy of D-4. But D-3 and D-4 are our
17 interrogatories and your answers to interrogatories.

18 A. I guess the best answer I can say to you
19 is I know it was before -- I been there before 2008.
20 I was there at least two visits before 2008 with
21 Mr. Pavlak. And I -- for no reason at all. Had
22 nothing to do with Ed Law, his case at all. We had
23 gone there because of the spaciousness and the
24 openness of it. But that was not directed with
25 Mr. Law.

1 I mean, it says I went there 2008. And
2 then it goes on to October 9, December 5, April 15.
3 I mean, I spoke to Ed Law. And I went there because
4 of the lack of access.

5 Q. On what date?

6 A. On October 9, December 5 of 2010, those
7 two dates, april 15 of 2011. And then I went on the
8 9th. So I would say the 9th, 5th, and 15th would be
9 the most accurate dates. October 9, 2010, December
10 5, 2010, and April 15, 2011 would be approximately
11 the times I went in reference with Mr. Law.

12 Q. Do you know if the AFDA was a party to his
13 lawsuit?

14 A. I'm not -- you're going to have to
15 rephrase that.

16 Q. Sure. Were they a co-plaintiff with
17 Mr. Law in his lawsuit against the City of North
18 Wildwood?

19 A. You have to be more specific.

20 Q. Well, what don't you understand about my
21 question?

22 A. The entire, from start to finish, from
23 complaint to settlement? I can't answer. I don't
24 know.

25 Q. So you don't know?

1 A. If it's from start to settlement, I don't
2 know.

3 Q. Do you have a different understanding
4 of -- what is your understanding of the AFDA's
5 involvement in Mr. Law's lawsuit?

6 A. It was involved -- we were involved, in
7 the beginning he had complained to myself. Myself
8 and he had spoken. And there's lots of times AFDA,
9 we drop off, AFDA will drove off a suit midstream,
10 to settle, before settlement.

11 So I don't know if it was the entire from
12 A to Z. I don't know. I can't say. But I know we
13 were involved. That's why I went there, because of
14 the complaints. And I wanted to see for myself as
15 well. And I had been there before, anyway. But
16 there were things that were supposed to be done.

17 Q. Are you aware of whether Mr. Law settled
18 his matter with the city?

19 A. Just that it's been settled, yes. And
20 there were some things that were supposed to be
21 fixed. I don't know specific details. But, yes.

22 Q. And who told you that?

23 A. Ed had made reference to me about it.
24 Because that's where he goes yearly. We were
25 discussing a couple times on the phone. Because he

1 lives in North Florida, I live in Central Florida.
2 And we are like two apples and bananas as far as
3 what's in the area.

4 And he had mentioned that he goes up to
5 New Jersey every year for a reunion. And he goes in
6 North Wildwood. And he was having problems
7 accessing certain areas.

8 He never really got into specific detail
9 of this intersection, this intersection. There was
10 a restaurant involved I knew of. Did not know the
11 exact name. Such things.

12 Q. Did he tell you what items were to be
13 fixed, as you say?

14 A. It was accesses and repairing or modifying
15 things to make things accessible. So.

16 Q. He told you those things were a part of
17 his settlement?

18 A. Direct, which, what, no. In
19 generalization, yes. That's what we had discussed.

20 MS. JOHNSON: Okay. We have to stop, fix
21 the tape.

22 THE VIDEOGRAPHER: We're going off the
23 record 36 minutes past 12:00.

24 THE VIDEOGRAPHER: We are back on the
25 record. It's 40 minutes past 12:00.

1 BY MS. JOHNSON:

2 Q. You were talking about Mr. Law generally
3 telling you things needed to be fixed as a part of
4 his settlement, is that correct?

5 He had stated that there were stuff in there.
6 There was an agreement. And he didn't give me exact
7 details. He gave me just like random, hypothetical.
8 He didn't give me specific, like corner of, say, JFK
9 and 4th they have to replace those curbs. Nothing
10 like that. I mean, there was nothing specific, no
11 other information other than his -- that he had a
12 lawsuit, which was public record and we all knew,
13 because of his consistent going there and his
14 problems. And he had problems there. That was
15 about it.

16 Q. Do you remember when you had this
17 conversation with him, when he told you about the
18 repairing and modifying?

19 A. It was one time. It was on a phone call.
20 And it was not a -- it was not done, it was not --
21 it was not settled. And then he called me up and
22 said I settled the case, blah, blah, blah, they got
23 to do this, this, this, this, this, this, this. I'm
24 getting anything, or any of that. It wasn't like
25 that.

1 He made mention to me. Because we talked,
2 we live in the same area. He only averages about
3 two hours and 45 minutes from my house by Orlando,
4 Disney World. And we talked. And he had -- we had
5 talked a couple of years back. And he had said that
6 he goes there. And I said I had been there before a
7 couple of times.

8 Q. I don't mean to cut you off. My question
9 is just, when was that phone call?

10 A. I don't know the exact date. It was a
11 while ago, within like -- it was a while ago.

12 Q. But it was sometime after he settled his
13 lawsuit?

14 A. No, prior. It was part of what he wanted,
15 I guess. He wanted access. And he was, you know,
16 generalizing the issue type of things, which are
17 common throughout cities and that are touristy.
18 Because he lives in a touristy city in Florida and
19 so do I. And they are common issues that tend to be
20 not done proper. But it was not after settlement,
21 it was before the settlement.

22 Q. Okay. So, just so that I'm clear, the
23 conversation you had with him about access and
24 repairing and modifying and all that, that was
25 before he settled the case?

1 A. That's what his ball, and what he was
2 discussing to me, within his lawsuit. And his issue
3 was the lack of access and -- to different types of
4 things.

5 I know about the restaurant, which is --
6 it's been settled. I don't know the details. Which
7 is where we held our yearly meeting.

8 It's already been voted. We are going to
9 be going back next year to Flip Flops. They are
10 very accommodating. They settled right away. And
11 that's why we use them. They have a big room area.
12 So we can have room, the wheelchairs will not jam.
13 But as far as the settlement agreement, he never
14 gave me any specifics.

15 We talked about when he filed and the
16 general issues, which are common issues, on
17 accessibility for disabled people, especially quads
18 and and paras in wheelchairs.

19 Q. How were you made aware of his settlement?

20 A. I believe he said it's done. And that was
21 it. We were talking -- we weren't even talking
22 about his case. It just came up.

23 Q. This was on the phone?

24 A. Yeah, it was over the telephone.

25 Q. Do you remember when this conversation

1 was?

2 A. It was a good -- oh, gosh, it was several
3 months before our meeting, several, several months
4 before our meeting.

5 Q. The July 2011 meeting?

6 A. Yes. Our annual meeting at Flip Flops.
7 That it's -- you know, it was basically resolved.
8 Because being the vice-president, him, and I being
9 the president, I said, you know, I would like to
10 hold it there, that's the biggest, it's the most
11 comfortable, we like going there. He said no
12 problem. And then offhand comment that his issues
13 had been resolved, or something to that effect.

14 Q. Did Mr. Law ever show you his settlement
15 agreement?

16 A. No.

17 Q. Has Mr. Law ever asked you to visit North
18 Wildwood?

19 A. Nope.

20 Q. Has Mr. Law ever asked you to access any
21 of North Wildwood's beaches?

22 A. No.

23 Q. Has he ever asked you to access any of its
24 curb cuts or buildings?

25 A. No.

EXHIBIT M



anthony brady <ladbrady@gmail.com>

Law v. North Wildwood - Notarized Agreement

anthony brady <ladbrady@gmail.com>

Fri, Jan 28, 2011 at 2:33 PM

To: "Eric Harrison, Esquire" <harrison@methwerb.com>

Please find enclosed a copy of the notarized agreement from Mr. Law. It is being mailed to you.



Law North Wildwood Notarized Agreement. 1.28.11.pdf

112K

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement ("Release") dated 1-18, 2011 is given

BY the Releasor, Edward Law

referred hereafter to as "I",

TO Releasee, the City of North Wildwood,

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release.** I release and give up any and claims and rights which I may have against You. This Release releases all claims, including those of which I am not aware, and those not mentioned in this Release that have accrued against You by the date of this Release. This Release applies to claims resulting from anything that has happened up to now. While I release all claims I have against You, I specifically identify the following claims to which this Release supplies:

Any and all claims which were or could have been asserted in the United States District Court for the District of New Jersey, Camden Vicinage matter entitled Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW).

2. **Consideration.** In consideration for this Release, You have agreed:

A. If I ever require assistance in order to access any building, facility or service owned or operated by the City of North Wildwood, I will provide a timely and reasonable request for such assistance by contacting the City Administrator, who will promptly employ reasonable efforts to provide me with assistance and/or accommodations as necessary, including but not limited to reassignment of services to accessible buildings, assignment of an aide, delivery of services at alternate accessible sites, use of accessible rolling stock or other conveyances, or any other methods that result in You making your services, programs, or activities readily accessible to and usable by me. I understand that You are not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

B. To pay my attorney, Anthony Brady, the sum of seven thousand five hundred dollars (\$7,500) towards attorney fees incurred in the prosecution of all prior lawsuits against You.

3. **Dismissal of Lawsuit.** I agree to dismissal of the matter of Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW). I will take whatever actions may be necessary to ensure the dismissal with prejudice of this lawsuit.

In addition, I agree that I will not seek anything further from You in the form of damages arising out of past lack of access or any further equitable relief from You in the form of alterations to any currently existing beach, parking lot, building, service or facility of the City of North Wildwood.

4. **Prior Notice Before Filing Further Litigation.** If at any time in the future I encounter difficulty with access to any beach, parking lot, building, service or facility owned by the City of North Wildwood, or if I come to believe that the City of North Wildwood is in violation of state or federal law governing accessibility for the disabled, before filing suit I will (i) request assistance as required at paragraphs 2(a) above; and (ii) if I am dissatisfied with the response to my request for assistance, provide written notice to the City of North Wildwood Administrator of my precise concerns. Further, before filing litigation, I agree to attend an in-person meeting within the City Administrator where I will give the City a fair opportunity to address my accessibility concerns before I file a lawsuit. I agree not to file suit until 60 days after the date of our in-person meeting, and only after a good faith determination at the end of such 60 day period that my concerns have not been properly addressed and that the City of North Wildwood is in violation of the law.

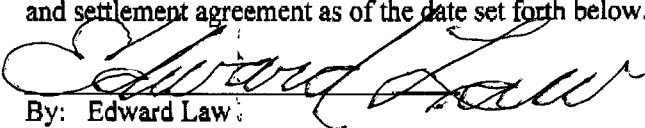
5. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

6. **No Admission of Liability.** It is agreed and acknowledged by both parties that this Release does not constitute an admission of liability by either party. Rather, it represents an amicable compromise of a dispute between those parties.

7. **Settlement Subject to Approval of Governing Body.** I understand that this agreement will not be binding unless and until it is formally approved by the governing body of the City of North Wildwood.

8. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its appropriate corporate officers will sign said Release and its corporate seal is affixed.

IN WITNESS WHEREOF, and intending to be legally bound, Edward Law has executed this Release and settlement agreement as of the date set forth below.

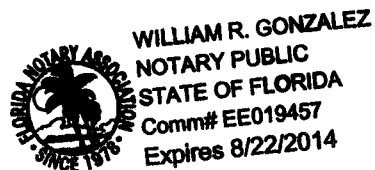

By: Edward Law

Dated: 1-18-2011

(Seal)

State of Florida, county of Orange, EDWARD LAW,
personally came before and acknowledged under oath
& signed before me.





Florida
STATE OF ~~NEW JERSEY~~, COUNTY OF *Orange* : SS.:

I CERTIFY that on the *18* day of *Jan* 2011, Edward Law personally came before me and acknowledged under oath, to my satisfaction, that this person;

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

[Signature]
(Notary Public)
(Raised Seal)

Sworn to and subscribed before me
this *18* day of *January*,
2011.



WILLIAM R. GONZALEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE019457
Expires 8/22/2014

[Signature: Edward Law]

EXHIBIT N

Hannah Peterson

From: Eric Harrison
Sent: Thursday, July 07, 2011 4:22 PM
To: 'anthony brady'
Subject: North Wildwood Accommodations July 16, 2011
Attachments: Letter to Brady re AFDA visit of 7-16-11.pdf; Brady email of 7-7 re AFDA visit, demands.pdf; Signed Release and Settlement Agreement from Law.PDF

Tony, in response to your email below, please see attached letter and attachments.

Eric L. Harrison
Methfessel & Werbel, Esqs.
3 Ethel Road, Suite 300
P.O. Box 3012
Edison, NJ 08818
Direct: (732) 650-6511
Facsimile: (732) 248-2355
Cell: (732) 610-6881
harrison@methwerb.com

From: anthony brady [mailto:ladbrady@gmail.com]
Sent: Thursday, July 07, 2011 2:53 PM
To: Eric Harrison
Subject: North Wildwood Accommodations July 16, 2011

Please be advised that there will be a meeting of the AFDA on Sat. July 16, 2011. Plaintiffs will need to know what facilities have been made accessible since the litigation in order that they may enjoy the services of the community.

They intend to use the beach, the bathrooms, the sidewalks, curb cuts of the municipality.

A survey will also be conducted with the exterior of the City Hall.

In the past you represented that your client would make accommodations.

Would you please inform what accommodations your client will make for Mr. Pavlak who weighs close to 4 hundred pounds.

He uses a walker and on occasion a wheelchair.

Will we have a personal aide for the bathroom in that you are aware your client does not provide any bathrooms applicable with the ADA codes.

Will the Defendant provide access to the beach?

As you are aware there is no accessible route to the beach.

What accommodations will the Defendant make in regard to routes and sidewalks throughout the town?

Likewise for Mr. Lasky who has a very heavy wheelchair and with his body weight also exceeds 5 hundred pounds.

As you are aware the manufacturer forbids pushing the wheelcair and the wheelchair cannot go over slopes greater than 8.7%.

Other members such as Mr. Hamill will need assistance.

Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make.

Very truly yours,

Tony



METHFESSEL & WERBEL

A Professional Corporation

JOEL N. WERBEL>
JOHN METHFESSEL, JR.>
EDWARD L. THORNTON*>
FREDRIC PAUL GALLIN*+^
STEPHEN R. KATZMAN#
WILLIAM S. BLOOM>+
ERIC L. HARRISON*+
MATTHEW A. WERBEL>

Of Counsel
JOHN METHFESSEL, SR.>
DONALD L. CROWLEY*+

Counsel

Associates

LORI BROWN STERNBACK*+ EDWARD D DEMBLING>
MARC DEMBLING*+ MICHAEL R. EATROFF>
PAUL J. ENDLER JR.> TIMOTHY J. FONSECA+
GERALD KAPLAN+ MAURICE JEFFERSON+
JARED P. KINGSLEY*+ FRANK J. KEENAN+^
STEVEN A. KLUXEN^ JENNIFER M. HERRMANN^=
JOHN R. KNODEL*+ JASON JUDOVIN+
CHARLES T. MCCOOK, JR. > RAINA M. JOHNSON^
MARTIN R. MCGOWAN, JR.> MARISSA KEDDIS+
LESLIE A. KOCH+
ALLISON M. KOENKE>
VIVIAN LEKKAS+
DANIELLE M. LOZITO+
RICHARD A. NELKE+
CAROLINE PYRZ^
MATTHEW L. RACHMIEL>
WILLIAM J. RADA+
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JOEL S. SILBERMAN+
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* Certified by the Supreme Court of
New Jersey as a Civil Trial Attorney
+Member of NY & NJ Bar
^Member of PA & NJ Bar
>Member of NJ Bar only
#Member of NJ & LA. Bar
<Member of NJ & DC
=Member of FL Bar

Please reply to New Jersey

July 7, 2011

VIA E – MAIL AND FAX

Anthony J. Brady, Jr., Esq.
PO Box 129
1 Rose Avenue
Maple Shade, NJ 08052

RE: **LOOSE, KARL VS. NORTH WILDWOOD CITY, ET AL.**

Our File No. : 71689A ELH

Docket No. : 1:10-CV-06587-JBS-KMW

Dear Mr. Brady:

I acknowledge your attached e-mail of this afternoon indicating that the members of the AFDA and your clients Mr. Pavlak, Mr. Lasky and Mr. Law intend to use the beach, bathrooms, sidewalks and curb cuts of North Wildwood on July 16th.

In response to your numerous questions, you and your clients are welcome to consult the page of the North Wildwood website entitled "Access for Persons with Disabilities," which may be found at <http://www.northwildwood.com/ada/ada.html>. This page contains a great deal of information relating to beach, boardwalk, seawall, fishing pier access for disabled persons.

If your clients desire further information or assistance, please note this excerpt from the webpage and pass it on to your clients:

The City is committed to providing and ensuring access to all of its services and programs. Please direct any accessibility questions or concerns to the City's ADA coordinator,

Todd Burkey, ADA Coordinator

609-522-2030 ext.1300

Email tburkey@northwildwood.com

M-F 8:30-4:30

Finally, your email closes with the statement that "Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make."

Methfessel & Werbel, Esqs.
Our File No. 71689a ELH
Page 2

Of course, I cannot answer this question because my client and I have no idea what accommodations, if any, Mr. Law may need to access any programs or services of North Wildwood. In that regard, please recall that in settling his prior lawsuit against North Wildwood, Mr. Law made the following commitment:

If I ever require assistance in order to access any building, facility or service owned or operated by the City of North Wildwood, I will provide a timely and reasonable request for such assistance by contacting the City Administrator, who will promptly employ reasonable efforts to provide me with assistance and/or accommodations as necessary, including but not limited to reassignment of services to accessible buildings, assignment of an aide, delivery of services at alternate accessible sites, use of accessible rolling stock or other conveyances, or any other methods that result in You making your services, programs, or activities readily accessible to and usable by me. I understand that You are not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

Since you have indicated that you are away, I have attached a copy of Mr. Law's signed settlement agreement in which he made this commitment.

Your clients are encouraged to contact Mr. Burkey in advance of their July 16th visit to North Wildwood if they have any further questions or needs regarding access to the City of North Wildwood's municipal programs and services.

Very truly yours,
METHFESSEL & WERBEL, ESQS.



Eric L. Harrison
harrison@methwerb.com
Ext. 138

ELH:jzm./
Enclosures (Brady 7-7-11 email; Law Release)

Eric Harrison

From: anthony brady [ladbrady@gmail.com]

Sent: Thursday, July 07, 2011 2:53 PM

To: Eric Harrison

Subject: North Wildwood Accommodations July 16, 2011

Please be advised that there will be a meeting of the AFDA on Sat. July 16, 2011. Plaintiffs will need to know what facilities have been made accessible since the litigation in order that they may enjoy the services of the community.

They intend to use the beach, the bathrooms, the sidewalks, curb cuts of the municipality.

A survey will also be conducted with the exterior of the City Hall.

In the past you represented that your client would make accommodations.

Would you please inform what accommodations your client will make for Mr. Pavlak who weighs close to 4 hundred pounds.

He uses a walker and on occasion a wheelchair.

Will we have a personal aide for the bathroom in that you are aware your client does not provide any bathrooms applicable with the ADA codes.

Will the Defendant provide access to the beach?

As you are aware there is no accessible route to the beach.

What accommodations will the Defendant make in regard to routes and sidewalks throughout the town?

Likewise for Mr. Lasky who has a very heavy wheelchair and with his body weight also exceeds 5 hundred pounds.

As you are aware the manufacturer forbids pushing the wheelcair and the wheelchair cannot go over slopes greater than 8.7%.

Other members such as Mr. Hamill will need assistance.

Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make.

Very truly yours,

Tony



anthony brady <ladbrady@gmail.com>

Law v. North Wildwood - Notarized Agreement

anthony brady <ladbrady@gmail.com>

Fri, Jan 28, 2011 at 2:33 PM

To: "Eric Harrison, Esquire" <harrison@methwerb.com>

Please find enclosed a copy of the notarized agreement from Mr. Law. It is being mailed to you.



Law North Wildwood Notarized Agreement. 1.28.11.pdf

112K

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement ("Release") dated 1-18, 2011 is given

BY the Releasor, Edward Law

referred hereafter to as "I",

TO Releasee, the City of North Wildwood,

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release.** I release and give up any and claims and rights which I may have against You. This Release releases all claims, including those of which I am not aware, and those not mentioned in this Release that have accrued against You by the date of this Release. This Release applies to claims resulting from anything that has happened up to now. While I release all claims I have against You, I specifically identify the following claims to which this Release supplies:

Any and all claims which were or could have been asserted in the United States District Court for the District of New Jersey, Camden Vicinage matter entitled Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW).

2. **Consideration.** In consideration for this Release, You have agreed:

A. If I ever require assistance in order to access any building, facility or service owned or operated by the City of North Wildwood, I will provide a timely and reasonable request for such assistance by contacting the City Administrator, who will promptly employ reasonable efforts to provide me with assistance and/or accommodations as necessary, including but not limited to reassignment of services to accessible buildings, assignment of an aide, delivery of services at alternate accessible sites, use of accessible rolling stock or other conveyances, or any other methods that result in You making your services, programs, or activities readily accessible to and usable by me. I understand that You are not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

B. To pay my attorney, Anthony Brady, the sum of seven thousand five hundred dollars (\$7,500) towards attorney fees incurred in the prosecution of all prior lawsuits against You.

3. **Dismissal of Lawsuit.** I agree to dismissal of the matter of Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW). I will take whatever actions may be necessary to ensure the dismissal with prejudice of this lawsuit.

In addition, I agree that I will not seek anything further from You in the form of damages arising out of past lack of access or any further equitable relief from You in the form of alterations to any currently existing beach, parking lot, building, service or facility of the City of North Wildwood.

4. **Prior Notice Before Filing Further Litigation.** If at any time in the future I encounter difficulty with access to any beach, parking lot, building, service or facility owned by the City of North Wildwood, or if I come to believe that the City of North Wildwood is in violation of state or federal law governing accessibility for the disabled, before filing suit I will (i) request assistance as required at paragraphs 2(a) above; and (ii) if I am dissatisfied with the response to my request for assistance, provide written notice to the City of North Wildwood Administrator of my precise concerns. Further, before filing litigation, I agree to attend an in-person meeting within the City Administrator where I will give the City a fair opportunity to address my accessibility concerns before I file a lawsuit. I agree not to file suit until 60 days after the date of our in-person meeting, and only after a good faith determination at the end of such 60 day period that my concerns have not been properly addressed and that the City of North Wildwood is in violation of the law.

5. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

6. **No Admission of Liability.** It is agreed and acknowledged by both parties that this Release does not constitute an admission of liability by either party. Rather, it represents an amicable compromise of a dispute between those parties.

7. **Settlement Subject to Approval of Governing Body.** I understand that this agreement will not be binding unless and until it is formally approved by the governing body of the City of North Wildwood.

8. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its appropriate corporate officers will sign said Release and its corporate seal is affixed.

IN WITNESS WHEREOF, and intending to be legally bound, Edward Law has executed this Release and settlement agreement as of the date set forth below.

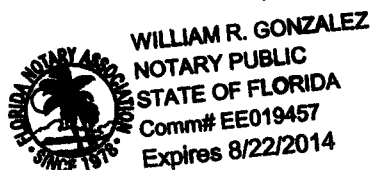
By: Edward Law

Dated: 1-18-2011

(Seal)

State of Florida, county of Orange, EDWARD LAW,
personally came before and acknowledged under oath
& signed before me.

Will R. Gonzalez



Florida
STATE OF ~~NEW JERSEY~~, COUNTY OF *Orange* : SS.:

I CERTIFY that on the *18* day of *Jan* 2011, Edward Law personally came before me and acknowledged under oath, to my satisfaction, that this person;

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

[Signature]
(Notary Public)
(Raised Seal)

Sworn to and subscribed before me
this *18* day of *January*,
2011.



WILLIAM R. GONZALEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE019457
Expires 8/22/2014

[Signature: Edward Law]

EXHIBIT O

1 A. I can't say a specific day of the week,
2 no.

3 Q. Did you tell anyone that you were going
4 to North Wildwood in December of 2010?

5 A. Yes.

6 Q. Who did you tell?

7 A. My wife.

8 Q. Did you tell anyone else?

9 A. No.

10 Q. And what did you tell your wife?

11 A. Just said I was going up and down the
12 coast by Cape May and looking for places to rent, if
13 there were accessible rental, other than hotels.
14 Because they had houses for rent I had seen them
15 before. And that was basically it. And see what
16 accessibility there available for me.

17 Q. Houses to rent for what?

18 A. For season, just for vacation.

19 Q. And what area were those houses in?

20 A. I went to Cape May first and didn't like
21 it. It was too closed up, crowded, not spacious.
22 And I didn't see any -- not single-family homes, but
23 we call them townhouses, multi-level, that had rent.
24 So I went down and I went to North
25 Wildwood after. Much more spacious. And I saw a

1 lot of new multi-story, garage at the bottom, that
2 looks from the outside, apparently, a second story
3 and a third story. Some have garages open so you
4 can see in. They had steps going up. And they had
5 for-rent signs.

6 So I had taken a couple of pictures of the
7 realtor and the sign and the phone number and then
8 went up and down North Wildwood.

9 Q. Where in Cape May were you looking for
10 houses to rent?

11 A. Just drove around all the main streets.
12 They had a festival going on.

13 Q. Where? Do you remember the street --

14 A. Cape May.

15 Q. -- the street names?

16 A. No, I don't remember the streets names.
17 I just followed the line of traffic where you could
18 go because most of the side streets are blocked of
19 either by PD unit or barricade of some sort.

20 Q. Did you know where you were going in Cape
21 May prior to you driving to Cape May?

22 A. I don't understand that question.

23 Q. Sure. Had you done research on houses to
24 rent in Cape May prior to you driving to Cape May?

25 A. I didn't hear that quite, really. Say it

1 one more time, please.

2 MS. JOHNSON: Sure. Can you read that
3 question back.

4 (Read back: "Sure. Had you done research
5 on houses to rent in Cape May prior to you driving
6 to Cape May?")

7 THE WITNESS: Not formal research.

8 BY MS. JOHNSON:

9 Q. Did you have any specific addresses where
10 you were going in Cape May to look at houses --

11 A. No.

12 Q. -- prior to --

13 A. No.

14 Q. -- prior to you driving there?

15 A. Not a specific address, no.

16 Q. And then after you visited Cape May
17 and -- I'm sorry. Did you say the date for that
18 visit?

19 A. I don't remember the exact date.

20 Q. So after you visited Cape May on that
21 date in December, how did you get to North Wildwood?

22 A. Got back on the causeway and -- or the --
23 it's not the turnpike. It's Garden State Parkway, I
24 think it's called. And ended up in North Wildwood.

25 Q. And why did you drive to North Wildwood

1 that day?

2 A. Well, I knew through other people that
3 they have the boardwalk area. And it was free and
4 spacious. It's much bigger area as far as size of
5 the streets, parking, and stuff like that. And it
6 was a free. Those are free beaches and stuff to get
7 to.

8 Q. Who told you that?

9 A. Dean Ragone one time. We were talking
10 about it a while back. The areas by the water the
11 nicest. I can't recall. There may have been one or
12 two other people, but I don't remember exactly which
13 ones.

14 Q. And when was that conversation with Dean
15 Ragone?

16 A. It was a while back.

17 Q. Did Mr. Brady accompany you on this trip
18 to North Wildwood in December of 2010?

19 A. When I went to Cape May first, no.

20 Q. Were you driving by yourself?

21 A. Yes.

22 Q. And prior to you stopping in Cape May,
23 where were you on that day?

24 A. I don't understand the question.

25 Q. Well, where did you leave from to go to

1 Cape May?

2 A. I left from the hotel.

3 Q. And what hotel is that?

4 A. I left from the hotel. I wouldn't be
5 able to off the top of my head give you the exact
6 name.

7 Q. And how long had you been at that hotel?

8 A. I couldn't give you specifics without
9 refreshing with some document. I wouldn't know.

10 Q. Once you arrived in North Wildwood did
11 you meet Mr. Brady there at any point during the
12 day? And there is in December of 2010.

13 MR. BRADY: When you say there, that means
14 North Wildwood?

15 MS. JOHNSON: Yes.

16 THE WITNESS: The first time I don't
17 believe that he was over there. No, I wouldn't.

18 BY MS. JOHNSON:

19 Q. I'm asking about December of 2010. Did
20 you meet Mr. Brady in North Wildwood at any point on
21 that visit?

22 A. I don't know if he -- I may have seen him
23 at the end when I was getting ready to leave. I'm
24 not sure. I can't recall exactly. But wasn't with
25 me, so, the vehicle.

1 Q. When you say you may have seen him at the
2 end, do you recall where that was?

3 A. On what day?

4 Q. In December 2010.

5 A. If I did see him it would have been
6 around -- JFK and -- something. I think around
7 7th Ave. Between 6th and 8th Avenue and JFK.

8 Q. Once you arrived to North Wildwood where
9 did you first -- I guess, let me ask you. Did you
10 first park your car?

11 A. No. I actually drove around the town.

12 Q. And where did you drive?

13 A. Well, I came into town, I drove down -- I
14 went down Surf, Central, Atlantic. JFK was the
15 last. Because I went up and down the closest to as
16 you come into town streets. Passed city hall, I
17 guess the municipal building, the library. It's all
18 in one. There's a police department.

19 And then on, I believe it's either Central
20 or Atlantic, they had some parking in the middle
21 where the streets were divided with asphalt, but
22 they had cones in the center. I don't believe there
23 were any meters. And on them I think the cones were
24 in place of where meters are now.

25 So I drove around that area and noticed it

1 was pretty far from the water. So I went closer
2 towards, down -- I don't remember the exact order of
3 the streets, but I went towards JFK, up and down the
4 different streets. Because some are one way, some
5 are other ways.

6 And then ended up on JFK. Stopped. And I
7 did park on the beach side of JFK and 7th Avenue,
8 where the rest room is.

9 Q. And do you remember what you were wearing
10 that day?

11 A. No, I don't remember exactly.

12 Q. Do you remember what the weather was like
13 that day?

14 A. To me it's nice. I like cold whether.
15 So I wouldn't say it's cold. It was comfortable for
16 me.

17 Q. What does that mean, comfortable for you?

18 A. When you're paraplegic and quadraplegics,
19 we regulate our bodies differently. I don't feel my
20 legs. So I can wear shorts in 30-degree weather and
21 it doesn't affect my body temperature. If my upper
22 torso is warm, I'm comfortable.

23 Q. Do you recall the temperature that day?

24 A. I wouldn't know it.

25 Q. So did you say you parked on the beach

1 side of JFK and 7th?

2 A. Yep.

3 Q. You also previously, you said you drove
4 down Surf Avenue?

5 A. Yes.

6 Q. Can you describe Surf Avenue for me?

7 A. Well, between -- there are -- now or
8 then? When?

9 Q. When you were there in December of 2010.

10 A. I know the one street that has the --
11 it's either Atlantic or Central. I would have to
12 see a map to know which street. But the streets, I
13 believe that's the one may have the police, the city
14 hall on it. Basically, it's two lane each way.

15 They have, I believe, a very narrow bike
16 path on some of them. Unless I see which ones I
17 can't remember. But some of them do have bike paths
18 on the right-hand side as you drive.

19 Q. I'm sorry. I was asking about Surf?

20 A. Unless I see a map I can't give you every
21 breakdown of everything , without seeing a map so I
22 know which one is which.

23 Q. On what avenue had the houses that you
24 were looking to rent?

25 A. I went up and down from 6th -- 7th, on

1 JFK, all the way towards right before it dead ends
2 and, it turns by, I think it's called, the Americana
3 Hotel, which is on the opposite side of the beach.
4 And then I went in towards the furthest street,
5 which is either Surf, Central, or Atlantic, one of
6 those three.

7 And then I went down each row. I went up
8 and down and -- basically, a long figure eight, up
9 and down each street.

10 Q. Do you remember the names of those
11 streets that you went up and down?

12 A. It was from 7th all the way through 26th
13 Ave.

14 Q. And you were in your car?

15 A. Yes. Some of it.

16 Q. Was that a rental car or was that a car
17 that you owned?

18 A. On what date, again? On which day are we
19 referring to?

20 Q. December 2010.

21 A. I am not positive which it would have
22 been.

23 Q. Now, you said for some of the visit you
24 were in your car?

25 A. Correct.

1 Q. At what point when you were going up and
2 down 7th through 26th Street did you get out of your
3 car?

4 A. At JFK and 7th, where the rest room is,
5 where I tried to -- where I parked. It's,
6 basically, the disabled parking is right there. And
7 that's where -- the only curb cut that you can get
8 onto the curb to the rest room. And when I got out
9 of the vehicle and --

10 Q. Okay. Well, I'm just --

11 A. That's where I got out.

12 Q. When you got out of your car at that
13 point were you done looking for houses?

14 A. No. I was going to try see where I can
15 go on my own. It's kind of hard to drive, when
16 you're driving with your hands, and stop and look so
17 I can get -- I had a better lay of the land now.

18 Q. And once you were on JFK and 7th, where
19 were you going to look for houses?

20 A. Well, I tried to go, first, to the rest
21 room, but couldn't. So then I started back up,
22 going from 7th towards 26th, towards the -- the -- I
23 think the Americana Hotel and the carnival boardwalk
24 area, going in that direction.

25 And I had to actually drive in the street

1 due to a lot of the curb cuts, could not utilize
2 them at all. So I drove in the street next to them.
3 And I went all the way to the end.

4 Q. When you saw you drove in the street,
5 you're on your wheelchair at this point?

6 A. Correct.

7 Q. And what specific streets did you have
8 difficulty with curb cuts?

9 A. Every one.

10 Q. Why don't you name every street for me?

11 A. Well, 7th all the way to 26th. And then
12 I made the right-hand turn towards -- I don't
13 remember what the next, if it's Surf, then Atlantic,
14 then Central. Or Central, Surf, Atlantic. And then
15 I went down the streets. And as I got to the
16 corners I realized I could not traverse the curb
17 cuts. There is no flat landing. It goes straight
18 up. And they go up in a V like this, straight up
19 into the grass.

20 Q. Okay. Why don't you describe, you said
21 7th Street you had a problem with. What was the
22 inter -- the cross street?

23 A. JFK.

24 Q. What was wrong with that curb cut?

25 A. Same thing.

1 Q. Which is what?

2 A. It's too steep. Had too much of a steep.
3 There was too much of a slope, too much of a steep
4 for a slope.

5 Q. When you say too steep, what do you mean?

6 A. The angle going up is beyond a safe
7 traversing -- a safe angle that I don't have a
8 chance of flipping backyards. Plus it had a cross
9 cut, a cross slope, which means the right side or
10 the left side came in at an angle. So you're going
11 up at an angle, your right and left is at an angle.
12 And there is no flat landing for me to safely make
13 our turn flat, all wheels flat, right or left, and
14 then go down either side street.

15 Q. So did you attempt to use that curb cut?

16 A. I went up to it, but didn't go up.

17 Q. What other curb cuts did you try on
18 7th Street?

19 A. I tried them all, all the way up to Surf,
20 Atlantic, Central. I tried looking at all of them
21 from the street to see which ones I can traverse.

22 Q. How about 8th Street, what curb cuts did
23 you attempt to use there?

24 A. At that point I didn't stay down JFK
25 anymore. I went in. So it would have been all

1 Therma (phonetic) PC at my house or in the phone
2 itself, still; on the phone

3 Q. So you took the pictures with your cell
4 phone?

5 A. Yes. And in the daytime.

6 Q. Did you on this December 2010 trip, did
7 you attempt to use any services of the City of North
8 Wildwood, other than their curb cuts, as you
9 described?

10 A. Well, I tried to use the rest room where
11 I parked. And it was locked. It has a -- looks
12 like a jail bar door. It's chained.

13 Then you go down, it has a ramp, concrete
14 from the -- you have the street where you park, you
15 have the sidewalk. Then you have a wall, I guess
16 for pedestrians to sit on. Then there is a ramp
17 that goes right to the rest room. But there is a
18 bar on it locked.

19 And then if you look down as you go to
20 this, after the other side of the wall is an
21 asphalt, I'd say probably 25 feet wide asphalt
22 strip, which says for walking and bicycling.

23 And then right next to the building is a
24 port-a-potty, which is at least three inches
25 minimum, if not more. You can see underneath. It's

1 BY MS. JOHNSON:

2 Q. So you didn't speak to anybody in person
3 on that day, a city official?

4 A. In person, no.

5 Q. Did you call anyone while you were there?

6 A. I can't recall if I called on that day
7 specifically or not.

8 Q. When you say you can't recall if you
9 called, who are you talking about?

10 A. I called numerous -- a few times 411 to
11 get city hall, parks recs, any of their people. And
12 I don't remember if I called on that day or not.

13 Q. On the December visit?

14 A. Correct.

15 Q. And how long did you say you stayed in
16 North Wildwood?

17 A. That visit was an hour and 45 minutes to
18 two hours, approximately.

19 Q. And how long would you say you were
20 outside for that visit?

21 A. I'm assuming you mean outside, outside of
22 the vehicle?

23 Q. Outside of your car, yeah. Sorry.

24 A. Probably a good 45 minutes.

25 Q. Did you call Ed Law when you were in

1 A. Well, she -- I saw her first. And we
2 went walking around. And I had said what's up with
3 Mr. Brady, Tony. And she said he's at a bar
4 somewhere in town watching a football game, or
5 something. She told me -- I asked if he was in
6 court, whatever, something like that, did he have a
7 motion, is he with a judge, whatever. She said, no,
8 he was somewhere. I don't remember the name of the
9 place or if she even told me the name, that he was
10 there watching a football game, occupied.

11 And then I showed her, basically -- well,
12 we did the same thing I did the times -- the time
13 before, with the exception Mr. Pavlak. I didn't go
14 like -- we didn't do patterns or driving or
15 anything. We just was looking around to see the lay
16 of the land, neighborhood.

17 But I showed her the bathroom that I had
18 the issue with. And then we went down towards the
19 boardwalk.

20 Q. Wait. Did you know she was going to be
21 there on October 9, 2010?

22 A. I was under the understanding she most
23 likely -- not a hundred, but most likely was going
24 to be showing up.

25 Q. What do you mean showing up?

1 A. I would end up seeing her while I was
2 there.

3 Q. Where did you see her when you got there?

4 A. She was driving down JFK. And then I was
5 waving at her. And then she saw me. And then she
6 parked. I don't know which side, but I think she
7 parked on the other side of the street.

8 Q. Who told you that she most likely was
9 going to be there?

10 A. I don't know exactly which person.

11 Q. But did you ever tell her that you were
12 going to be in North Wildwood on October 9, 2010?

13 A. I mentioned to her in October that the
14 9th, I don't remember if that was the exact day, but
15 I remember I had spoken with her and said to her
16 that I was going up on -- it was in the beginning of
17 October. I don't know if it was that morning or a
18 couple days earlier, or whatever, but I do remember
19 saying something to her, in the beginning of
20 October, I was going to be going back again.

21 Q. Other than the two times that you
22 discussed with Mr. Pavlak, when else were you in
23 North Wildwood prior to October 9, 2010?

24 A. I can't recall any exact date.

25 Q. Had you been prior to that? I'm talking

1 about prior to your two visits with Mr. Pavlak?

2 A. No, not that I can recall.

3 Q. For your October 9 visit, how long had
4 you been in New Jersey prior to you visiting North
5 Wildwood on that date?

6 A. I can't give you a specific date I stay.

7 Q. What did you say? I'm sorry.

8 A. I stay random. Time frames are never the
9 same.

10 Q. And why were you there on October 9 in
11 North Wildwood?

12 A. I went back to further look into the dune
13 issue, the ramps. Which by that point, the second
14 time in October, that I had gone. Then between the
15 two found out the dunes -- the ramps and the steps
16 on top of the dunes were supposedly new. And some
17 of the main streets, like Surf, Central, Atlantic,
18 were brand new construction where they had the
19 parking in the center. Again, I don't remember the
20 exact street. Where that parking was down was
21 relatively new. And it was not accessible for
22 disabled. You couldn't get up it, the curb cut.
23 So.

24 Q. Let me ask you, you said the second time
25 in October. October of what year?

1 A. Same.

2 Q. So you went twice in October of 2010?

3 A. Yes.

4 Q. So other than the 9th, what date did you
5 go?

6 A. I think it would have been a couple of
7 days earlier.

8 Q. And was that one of the occurrences with
9 Mr. Pavlak?

10 A. No.

11 Q. Who were you with, if anyone?

12 A. Myself. Myself. And my service dog.

13 Q. And the first time you were there in
14 October, were you in New Jersey until you visited
15 the second time? Meaning, I know it's a little
16 confusing. But you didn't go back on Florida and
17 come back to New Jersey?

18 A. Right. It was a continuous stay, yes.

19 Q. Why were you in North Wildwood for the
20 first time in October 2010?

21 A. I had been two times, years ago, with
22 Nick, Nick Pavlak. Also, I had heard -- I don't
23 know from who, but I had heard there was some new
24 stuff, new construction issues. And I do not know
25 who told me. It was hearsay. It was from somebody

1 that said something and I got over here, I overheard
2 it.

3 Q. What did you overhear?

4 A. Basically, what I had seen on my visit by
5 myself before the 9th, but more issues like the
6 dunes. I didn't know that they were brand new. The
7 curb cut, the Central. I think it's on Central or
8 Atlantic where the parking divides each direction of
9 flow. And there are angled parking. And they have
10 the lights and the meter. That was all new. And I
11 went down there. And it doesn't have access aisles.
12 So I went back.

13 That's why I went back, to follow up more
14 in depth on those specific issues, the new curb
15 cuts, the parking in between the two flow of
16 traffic, whether it was acceptable, whether it met
17 code, and the bathrooms, and the way to communicate
18 with finding somebody to assist me.

19 Q. Who told you that the dunes were brand
20 new?

21 A. It was overheard from one -- I think I
22 overheard -- somebody was talking to somebody else
23 and I overheard it.

24 Q. And when did you overhear that?

25 A. It was either the visit I went that day,

1 sometime after, or like the next day I overheard
2 there was more issues up in that area.

3 Q. Had you talked to Ed Law prior to you
4 visiting North Wildwood in October 2010?

5 A. Well, yeah. I speak to Ed Law quite
6 often.

7 Q. Had you ever talked to Ed Law about his
8 lawsuit against North Wildwood prior to your October
9 2010 visits?

10 A. In reference to this his lawsuit, no.

11 Q. You never spoke to him about his lawsuit
12 against the City of North Wildwood prior to you
13 visiting in October 2010?

14 A. It was under -- my understanding, it was
15 given, I had heard about it, but he never discussed
16 it with me and I didn't discuss it with him, any
17 particulars.

18 Q. And you just don't remember where you
19 were? Well, let me first ask you. How did you
20 first hear about Mr. Law's lawsuit against the city?

21 A. I heard it through random group, people
22 talking. It wasn't like -- there was never any
23 specific discussion of this site, this problem at
24 this site, lack of this.

25 I've known he goes to North Wildwood for

1 pass it. And as I was driving around, I did the
2 stop, got in my wheelchair, did around the town in
3 the wheelchair, got back in. And on the way out I
4 had seen city hall.

5 It actually looks like a school from one
6 side. But I saw city hall. And I drove around in
7 my van. And there was one disabled parking spot.
8 It's on the opposite side going towards the
9 carnival, the boardwalk. And it is in the flow of
10 traffic, right where the police and -- police units
11 get to pull in behind the city hall, park their
12 police units and their cars. And that's the only
13 spot. I Couldn't get in.

14 Q. So did you park your car on JFK and 7th
15 and then you went to the city hall?

16 A. After I went on my way out, I went to
17 city hall, yes.

18 Q. Were you in your wheelchair at that point
19 or were you in your car?

20 A. I was in my vehicle.

21 Q. So you then -- how did you try to get in
22 to the city hall?

23 A. I tried to find a disabled parking spot.
24 I found one. It was parked on the wrong side of the
25 road. Which meant if I parked I would have to open

1 Central or Atlantic, that has the -- the -- it's not
2 a median, dividing median. It's a sidewalk that has
3 a ramp going up, where you park at an angle --
4 depending on which way you are going, you park at an
5 angle.

6 The handicap -- the disabled parking spots
7 are at each end of the -- like I said, lighting
8 bolt, in the middle of the street. So I went by
9 wheelchair to that portion.

10 Q. Where is that?

11 A. Unless I see a map I can't tell you exact
12 specific street, intersection.

13 Q. So, before you told me you went from
14 7th to 26th.

15 A. Correct.

16 Q. On this visit where did you go?

17 A. I went, I know -- as far as that, I went
18 up towards where the new divider was. Because I
19 could see new asphalt.

20 As I was going down the streets going
21 inland from the beach, I got to that point. And at
22 that point I saw I had passed the two bathrooms
23 already. Went down to the one that was closed at
24 7th and JFK.

25 Q. So it was closed on the first time you

1 A. The cone was orange.

2 Q. Okay. So you turned around. And then
3 did you head back to JFK and 7th?

4 A. Yes. But I didn't take -- I didn't go
5 back down the same way I came. I took the same
6 road, which could have been Surf or Central. And I
7 was in the street, in the bike path, when I could,
8 when there was one. And then when I got -- because
9 I could see down as you cross each, 7th -- you know,
10 say 18th, 17th, 16th, you can see down, you can see
11 the beach. So I got an idea of where I'm getting
12 closer. And, as I see, I know I'm on 7th.

13 So I got to probably 13th or 14th Street,
14 made a right going back towards the beach, and got
15 in my vehicle. And that's when I tried to attempt
16 on my way out to get into city hall and found the
17 one parking.

18 Q. And found the what?

19 A. One disabled parking spot around the
20 whole building.

21 Q. So you said that you wanted to check up
22 on when they had their city meetings?

23 A. I wanted to find out that, why the
24 bathroom doors were locked, and they have a
25 port-a-potty. And to let them know they got a

1 port-a-potty that's -- from eyesight I could tell it
2 was at least three inches clear underneath. There
3 was nothing underneath. Three inches from the
4 bottom of the port-a-potty. Asphalt or the sand, I
5 don't know what was under it.

6 Q. Did you measure it?

7 A. No. No need to measure. I still
8 couldn't get into it, whatever it was.

9 Q. And then after that did you -- did you
10 leave North Wildwood?

11 A. After driving around real slow, looking,
12 yeah. Took off and passed the Shell Gas Station.

13 Q. And where did you go after that?

14 A. I stopped at the rest station to take him
15 out, because he had to go number two. So I stopped
16 not at the welcome, the rest station after the
17 welcome station.

18 Q. Which road were you on?

19 A. Garden something. It's not the turnpike.
20 It's Garden State Park, or something like that.

21 Q. Did you call anyone after you left North
22 Wildwood?

23 A. The first time, no. The 9th I did.

24 Q. So your first visit, you said you don't
25 recall the date of that visit?

1 in October of 2010?

2 A. Correct.

3 Q. At what point did you see Ms. Shutenko?

4 A. After I went down there with the van, I
5 came back to JFK. I went back to the bathroom.
6 Because I knew that was -- hopefully that was not
7 taken. That was the only one that was safe enough
8 for me to drop my ramp, get out on a normal exist.
9 It still had some slope, but it was not as -- it was
10 not a life-and-death slope angle. Get out. And
11 then I saw her drive down and I waved. She was
12 alone.

13 Q. So you didn't know that she was going to
14 be driving down JFK at that time?

15 A. Oh, I didn't know. I mean, it was -- it
16 was a chance I actually saw her that specific moment
17 in time, but. I mean, she and I --

18 Q. Do you remember if Ms. Shutenko had a
19 camera with her?

20 A. Yes.

21 Q. At any point during that visit did you
22 tell her to take pictures of anything?

23 A. I didn't tell her what to do, no.

24 Q. Did you ask her?

25 A. I had made indication and pointed at

1 BY MS. JOHNSON:

2 Q. So that's no, you did not ask her to
3 bring --

4 A. No, I did not ask her.

5 Q. Once she parked the car, what did the two
6 of you do?

7 A. Well, we -- I showed her the lack of
8 access and lackability to utilize the two bathrooms.
9 Then there is a dune, a brand new -- or, to my
10 knowledge, it's a new constructed, I don't know,
11 ramp combination staircase off the asphalt, about
12 ten -- about 15 to 20 yards out. And then you have
13 the dune. There is no way to get to the sand. It's
14 not packed, there is no mats, there is no wood.
15 It's just sand.

16 Q. Did you ever try to access any curb cuts
17 when you were with her?

18 A. Yes.

19 Q. And where were those curb cuts?

20 A. We went down to the end, going to where
21 the second bathroom is, and passed the other dunes,
22 same thing. Asked her to take picture. Show the
23 distance, can't get to it.

24 Then we turned right by the -- I think
25 it's the Americana Hotel. And then we started going

1 down a bunch of different four-way -- well, it's
2 two-lane traffic, but each intersection has four
3 curb cuts.

4 Q. Did you attempt to utilize the curb cut?

5 A. On one or two streets I attempted, and
6 showed I could not do it. And at that point we just
7 went -- we went from corner. And we randomly went
8 back and you can see the new construction ones
9 versus some were very old. But there are some brand
10 spanking new ones. And there is no way I can get
11 up.

12 Q. So there was no point, when you were with
13 Ms. Shutenko, trying to access curb cuts, that you
14 could bring your wheelchair on top of the curb cut
15 onto the sidewalk?

16 A. I wouldn't do it.

17 Q. So you wouldn't -- you wouldn't do it?

18 A. Nope. it's not safe, in my opinion.
19 And, with my experience, I'm not going to put myself
20 in harm's way.

21 Q. Did you -- did you speak to any city
22 official when you were there in North Wildwood on
23 October 9, 2010?

24 MR. BRADY: Just answer the question.

25 THE WITNESS: Did I speak to a live human

1 phone is the phone number and the area code are
2 highlighted in a different color on the screen,
3 touch it and hit send. Call back again. That time
4 I went and I called parks and rec, left a message,
5 my name.

6 Q. What -- what -- what -- when you say you
7 left a message for parks and rec, how did you know
8 it was parks and rec that you were leaving a message
9 for?

10 A. After waiting for a live operator and
11 nobody picks up at all, I decided, well, common
12 sense somewhat, it's not -- it's not a fire
13 department at the beach or bathroom. So I called
14 parks and rec. No one answered. Said please leave
15 your name, number, and a message and somebody will
16 get back to you.

17 So I left them my full name, where I was
18 located, my phone number, my status, that I'm in a
19 wheelchair, I'm a paraplegic with a service dog, and
20 I'm at this location, and I need assistance, can't
21 use -- get in the bathrooms. Hung up, waited a
22 couple more minutes, called back.

23 Q. Well, the first -- the first time you
24 called the city hall, what time was it?

25 A. It was 4:23 p.m.

1 did you understand?

2 A. I can't recall if it was a man's or a
3 women's voice.

4 Q. Did you ever call city hall prior to you
5 arriving in North Wildwood on October 9, 2010?

6 A. No.

7 Q. Did you ever call city hall on the first
8 occasion that you visited North Wildwood -- or,
9 excuse me, prior to the first time you visited North
10 Wildwood in October 2010?

11 A. No.

12 Q. Was Ms. Shutenko around you when you were
13 calling North Wildwood?

14 A. She was within -- sometimes two feet to
15 20, 30 feet away, but in my general area.

16 Q. Did you ever ask Ms. Shutenko for any
17 assistance?

18 A. In what manner?

19 Q. At any point when you were in North
20 Wildwood on that date, October 9, 2010?

21 A. There is no assistance she could do. I
22 don't know if you --

23 Q. Mr. Lasky, that's not what I asked. I
24 said did you ask her for assistance at any point on
25 October 9, 2010?

1 Q. Did you request any assistance from
2 Ms. Shutenko, more specifically, to access any
3 service of the defendant's on October 9, 2010?

4 A. You are going to have to define your
5 definition of access and assistance.

6 Q. Did you ask her to help you at all
7 access, let's start with the curb cut?

8 A. I can't answer the question in the way it
9 was formed.

10 Q. What was the problem with the question
11 that you don't understand?

12 A. Because you are changing what you are
13 saying.

14 Q. No. I'm trying to ask you --

15 A. You're saying access to.

16 Q. Excuse me. I'm trying to say a more
17 specific question because you seem to have confusion
18 or a problem with the way I asked the question. So
19 I asked it more specifically, did she ever attempt
20 to -- did you ever ask her to provide you assistance
21 in accessing any of the defendant's services? That
22 was a more specific question. Do you still not
23 understand that question?

24 A. If it's specifically access to the city's
25 usage of their parks, recs, or anything that's

1 useable by them, no, I never asked Ms. Shutenko to
2 assist me.

3 Q. At what time did you leave North Wildwood
4 on October 9, 2010?

5 A. It was -- it was probably sixish. Close
6 to six. It was dinnertime.

7 Q. Before leaving did you ever see Mr. Brady
8 in North Wildwood on that date?

9 A. When I got -- when Ms. Shutenko and I
10 finally got back to my van, and he was on the other
11 side of the wall -- on the other side of the street
12 sitting on a wall, or something, over there by his
13 vehicle.

14 Q. And on the top of D-5 it looks like the
15 date of 07/06/2011, and it has a .jpeg number at the
16 top next to where it says gmail. Do you know what
17 those numbers mean?

18 A. For a fact, no. I'm assuming it's
19 printing out when you print out a copy.

20 Q. Did you print this out?

21 A. I don't even recall. I don't know.

22 Q. Well, how did this image get from your
23 phone to a gmail address, or a .jpg?

24 A. I took a picture of it. The phone no
25 longer works, but it stores on the S-card what was

1 Q. I'm not trying to be difficult. I just
2 ask you your intentions in the future to return to
3 North Wildwood. And you told me that you would be
4 back. And I'm asking you --

5 A. The AFDA next year, our annual meeting at
6 Flip Flops.

7 Q. And then you also mentioned you'd be back
8 for family. And I'm asking you about those trips?

9 A. I don't know when they will be and if
10 they will be. It may be is what I said.

11 Q. And what are those family trips for?

12 A. Enjoyment.

13 Q. Have you ever been to Karl Loose's
14 current residence?

15 A. No.

16 Q. Do you know where he lives?

17 A. I don't know off the top of my head, no.

18 MS. JOHNSON: Okay. That's all I have.
19 Unless Mr. Brady has any questions?

20 MR. BRADY: None, thank you.

21 THE VIDEOGRAPHER: This concludes our
22 video deposition. We are going off the record at
23 approximately 13 minutes past one o'clock.

24 (1:13 p.m. deposition concludes.)

25 - - - - -

EXHIBIT P

Streets	Linear feet	Miles
JFK Blvd. from 7-26th streets	1,690	
<i>Note: JFK only exists from 2nd-13th Ave</i>		
Ocean Ave. from 7-26th streets	3,040	
<i>Note: Ocean only exists from 2nd-18th Ave</i>		
Surf. Ave. from 7-26th streets	5,200	
Atlantic Ave. from 7-26th streets	5,200	
Central Ave. from 7-26th streets	<u>5,200</u>	
	20,330	3.85

Please also advise the distances of the following:

7th Street: JFK Blvd. to Central Ave.	2,184
8th Street: JFK Blvd. to Central Ave.	2,165
9th Street: JFK Blvd. to Central Ave.	2,165
10th Street: JFK Blvd. to Central Ave.	2,165
11th Street: JFK Blvd. to Central Ave.	2,165
12th Street: JFK Blvd. to Central Ave.	2,165
13th Street: JFK Blvd. to Central Ave.	2,165
14th Street: JFK Blvd. to Central Ave.	1,740
<i>No JFK first N-S street is Ocean</i>	
15th Street: JFK Blvd. to Central Ave.	1,740
<i>No JFK first N-S street is Ocean</i>	
16th Street: JFK Blvd. to Central Ave.	1,740
<i>No JFK first N-S street is Ocean</i>	
17th Street: JFK Blvd. to Central Ave.	1,740
<i>No JFK first N-S street is Ocean</i>	
18th Street: JFK Blvd. to Central Ave.	1,740
<i>No JFK first N-S street is Ocean</i>	
19th Street: JFK Blvd. to Central Ave.	1,170
<i>No JFK or Ocean first N-S street is Surf</i>	
20th Street: JFK Blvd. to Central Ave.	1,170
<i>No JFK or Ocean first N-S street is Surf</i>	
21st Street: JFK Blvd. to Central Ave.	1,170
<i>No JFK or Ocean first N-S street is Surf</i>	
22nd Street: JFK Blvd. to Central Ave.	1,170
<i>No JFK or Ocean first N-S street is Surf</i>	
23rd Street: JFK Blvd. to Central Ave.	1,170

No JFK or Ocean first N-S street is Surf

24th Street: JFK Blvd. to Central Ave. 1,170

No JFK or Ocean first N-S street is Surf

25th Street: JFK Blvd. to Central Ave. 1,170

No JFK or Ocean first N-S street is Surf

26th Street: JFK Blvd. to Central Ave. 1,170

No JFK or Ocean first N-S street is Surf

33,234 6.29

EXHIBIT Q

1 in the City of New York, New York City.

2 Q. We being you and Mr. Brady?

3 A. Tony and I.

4 Q. And do you know how long she's been a
5 member?

6 A. Since then, since we met her.

7 Q. And the date you don't know?

8 A. No.

9 Q. Now, have you ever been to the City of
10 North Wildwood with any member of the AFDA?

11 A. Yes, I was.

12 Q. And who were those members?

13 A. Well, during the last meeting it was with
14 Ed Law, Rita Shetanko, Gregory Lasky -- I'm sorry.
15 Gregory Lasky, Tom Hamill. Anthony Brady was there.
16 That's it. There is a few people showed up during
17 the meeting, but I don't know their names.

18 Q. Were they members, do you know?

19 A. No. They were Ed Law's friends.

20 Q. Were they disabled?

21 A. I don't think so.

22 Q. And was there an agenda for that meeting?

23 A. I think it was one of just meetings, AFDA
24 meetings.

25 Q. Were there elections held at that meeting?

1 A. Yes. There was an issue about the
2 presidency. But Greg decided to remain to be a
3 president. He was re-elected again.

4 Q. What was the issue?

5 A. Well, he didn't want to be a president.

6 Q. Was he the president for the year prior to
7 the July 2011 meeting?

8 A. I assume. I'm not involved that much.

9 Q. Did anybody else want to be president?

10 A. No. That was the problem.

11 Q. What other items did you discuss at the
12 meeting?

13 A. I'm not sure you want to ask that.

14 MR. BRADY: Make sure you don't say
15 anything I said, though, because that would be
16 attorney-client privilege.

17 THE WITNESS: Well, we discussed
18 accessibility issues, obviously. We had difficult
19 time parking in parking lot. There was no access at
20 all for the restaurant. The restaurant didn't fix
21 anything, the restaurant we went to, Flip Flops.
22 And, also, there was a lot of conversation about Mr.
23 Harrison's misrepresentation of facts.

24 MR. BRADY: Okay. I'm going to put an
25 objection, attorney-client privilege, because I was

1 A. Make complaint?

2 Q. About the accessibility?

3 A. To court? What do you mean.

4 Q. Sure. You just said --

5 A. Greg was complaining. Tony said there is
6 a problem.

7 MR. BRADY: Don't repeat what I say.

8 MS. JOHNSON: Yeah. I don't want to know
9 what Mr. Brady told you.

10 BY MS. JOHNSON:

11 Q. You Just testified that -- I asked you why
12 were you meeting Mr. Lasky there. You said there
13 was a complaint about accessibility. So I was just
14 asking who made that complaint?

15 A. There was a decision that I had to go.
16 And that was it.

17 Q. So you don't know who made the complaint?

18 A. Well, there was conversations on the
19 phone. I mean, I just went there. I do -- often
20 with Greg I do go and check places.

21 Q. So Mr. Lasky was complaining to you?

22 A. He complains to everybody. Yes, he
23 complains.

24 Q. So he had complained about accessibility
25 prior to you going on October 9?

1 Q. And what did you observe?

2 A. Well, the curb cuts were not done properly
3 to me. Technical issue.

4 Q. What did you observe when he tried to
5 access the curb cut?

6 A. He could use them. He could use them. He
7 would have to just be right in front of them.

8 Q. So --

9 A. One time he had -- the wheel was spinning.
10 I think it was in a crack. I'm not sure.

11 Q. So you mentioned 2nd Street and JFK. And
12 then I think you said 7th and 8th Street?

13 A. Those are streets which intersect that.

14 Q. Okay. They intersect JFK?

15 A. Well, JFK would be T intersection.

16 Q. Okay.

17 A. The 2nd Street would be the cross
18 intersection. I am not sure what that street is,
19 2nd Street from JFK.

20 Q. After -- well, were you going anywhere
21 with Mr. Lasky at that point?

22 A. We were just enjoying the weather. It was
23 a nice day. And he was -- he was criticizing the
24 curb cuts. And I could see that he had a point.

25 Q. After you walked around, what did you do

EXHIBIT R

Hannah Peterson

From: Eric Harrison
Sent: Thursday, July 07, 2011 4:22 PM
To: 'anthony brady'
Subject: North Wildwood Accommodations July 16, 2011
Attachments: Letter to Brady re AFDA visit of 7-16-11.pdf; Brady email of 7-7 re AFDA visit, demands.pdf; Signed Release and Settlement Agreement from Law.PDF

Tony, in response to your email below, please see attached letter and attachments.

Eric L. Harrison
Methfessel & Werbel, Esqs.
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P.O. Box 3012
Edison, NJ 08818
Direct: (732) 650-6511
Facsimile: (732) 248-2355
Cell: (732) 610-6881
harrison@methwerb.com

From: anthony brady [mailto:ladbrady@gmail.com]
Sent: Thursday, July 07, 2011 2:53 PM
To: Eric Harrison
Subject: North Wildwood Accommodations July 16, 2011

Please be advised that there will be a meeting of the AFDA on Sat. July 16, 2011. Plaintiffs will need to know what facilities have been made accessible since the litigation in order that they may enjoy the services of the community.

They intend to use the beach, the bathrooms, the sidewalks, curb cuts of the municipality.

A survey will also be conducted with the exterior of the City Hall.

In the past you represented that your client would make accommodations.

Would you please inform what accommodations your client will make for Mr. Pavlak who weighs close to 4 hundred pounds.

He uses a walker and on occasion a wheelchair.

Will we have a personal aide for the bathroom in that you are aware your client does not provide any bathrooms applicable with the ADA codes.

Will the Defendant provide access to the beach?

As you are aware there is no accessible route to the beach.

What accommodations will the Defendant make in regard to routes and sidewalks throughout the town?

Likewise for Mr. Lasky who has a very heavy wheelchair and with his body weight also exceeds 5 hundred pounds.

As you are aware the manufacturer forbids pushing the wheelcair and the wheelchair cannot go over slopes greater than 8.7%.

Other members such as Mr. Hamill will need assistance.

Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make.

Very truly yours,

Tony



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#Member of NJ & LA. Bar
<Member of NJ & DC
=Member of FL Bar

Please reply to New Jersey

July 7, 2011

VIA E – MAIL AND FAX

Anthony J. Brady, Jr., Esq.
PO Box 129
1 Rose Avenue
Maple Shade, NJ 08052

RE: **LOOSE, KARL VS. NORTH WILDWOOD CITY, ET AL.**

Our File No. : 71689A ELH
Docket No. : 1:10-CV-06587-JBS-KMW

Dear Mr. Brady:

I acknowledge your attached e-mail of this afternoon indicating that the members of the AFDA and your clients Mr. Pavlak, Mr. Lasky and Mr. Law intend to use the beach, bathrooms, sidewalks and curb cuts of North Wildwood on July 16th.

In response to your numerous questions, you and your clients are welcome to consult the page of the North Wildwood website entitled "Access for Persons with Disabilities," which may be found at <http://www.northwildwood.com/ada/ada.html>. This page contains a great deal of information relating to beach, boardwalk, seawall, fishing pier access for disabled persons.

If your clients desire further information or assistance, please note this excerpt from the webpage and pass it on to your clients:

The City is committed to providing and ensuring access to all of its services and programs. Please direct any accessibility questions or concerns to the City's ADA coordinator,

Todd Burkey, ADA Coordinator

609-522-2030 ext.1300

Email tburkey@northwildwood.com

M-F 8:30-4:30

Finally, your email closes with the statement that "Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make."

Methfessel & Werbel, Esqs.
Our File No. 71689a ELH
Page 2

Of course, I cannot answer this question because my client and I have no idea what accommodations, if any, Mr. Law may need to access any programs or services of North Wildwood. In that regard, please recall that in settling his prior lawsuit against North Wildwood, Mr. Law made the following commitment:

If I ever require assistance in order to access any building, facility or service owned or operated by the City of North Wildwood, I will provide a timely and reasonable request for such assistance by contacting the City Administrator, who will promptly employ reasonable efforts to provide me with assistance and/or accommodations as necessary, including but not limited to reassignment of services to accessible buildings, assignment of an aide, delivery of services at alternate accessible sites, use of accessible rolling stock or other conveyances, or any other methods that result in You making your services, programs, or activities readily accessible to and usable by me. I understand that You are not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

Since you have indicated that you are away, I have attached a copy of Mr. Law's signed settlement agreement in which he made this commitment.

Your clients are encouraged to contact Mr. Burkey in advance of their July 16th visit to North Wildwood if they have any further questions or needs regarding access to the City of North Wildwood's municipal programs and services.

Very truly yours,
METHFESSEL & WERBEL, ESQS.



Eric L. Harrison
harrison@methwerb.com
Ext. 138

ELH:jzm./
Enclosures (Brady 7-7-11 email; Law Release)

Eric Harrison

From: anthony brady [ladbrady@gmail.com]

Sent: Thursday, July 07, 2011 2:53 PM

To: Eric Harrison

Subject: North Wildwood Accommodations July 16, 2011

Please be advised that there will be a meeting of the AFDA on Sat. July 16, 2011. Plaintiffs will need to know what facilities have been made accessible since the litigation in order that they may enjoy the services of the community.

They intend to use the beach, the bathrooms, the sidewalks, curb cuts of the municipality.

A survey will also be conducted with the exterior of the City Hall.

In the past you represented that your client would make accommodations.

Would you please inform what accommodations your client will make for Mr. Pavlak who weighs close to 4 hundred pounds.

He uses a walker and on occasion a wheelchair.

Will we have a personal aide for the bathroom in that you are aware your client does not provide any bathrooms applicable with the ADA codes.

Will the Defendant provide access to the beach?

As you are aware there is no accessible route to the beach.

What accommodations will the Defendant make in regard to routes and sidewalks throughout the town?

Likewise for Mr. Lasky who has a very heavy wheelchair and with his body weight also exceeds 5 hundred pounds.

As you are aware the manufacturer forbids pushing the wheelcair and the wheelchair cannot go over slopes greater than 8.7%.

Other members such as Mr. Hamill will need assistance.

Mr. Law will be participating in his high school reunion. Please kindly document what accommodations your client will make.

Very truly yours,

Tony



anthony brady <ladbrady@gmail.com>

Law v. North Wildwood - Notarized Agreement

anthony brady <ladbrady@gmail.com>

Fri, Jan 28, 2011 at 2:33 PM

To: "Eric Harrison, Esquire" <harrison@methwerb.com>

Please find enclosed a copy of the notarized agreement from Mr. Law. It is being mailed to you.



Law North Wildwood Notarized Agreement. 1.28.11.pdf

112K

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement ("Release") dated 1-18, 2011 is given

BY the Releasor, Edward Law

referred hereafter to as "I",

TO Releasee, the City of North Wildwood,

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release.** I release and give up any and claims and rights which I may have against You. This Release releases all claims, including those of which I am not aware, and those not mentioned in this Release that have accrued against You by the date of this Release. This Release applies to claims resulting from anything that has happened up to now. While I release all claims I have against You, I specifically identify the following claims to which this Release supplies:

Any and all claims which were or could have been asserted in the United States District Court for the District of New Jersey, Camden Vicinage matter entitled Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW).

2. **Consideration.** In consideration for this Release, You have agreed:

A. If I ever require assistance in order to access any building, facility or service owned or operated by the City of North Wildwood, I will provide a timely and reasonable request for such assistance by contacting the City Administrator, who will promptly employ reasonable efforts to provide me with assistance and/or accommodations as necessary, including but not limited to reassignment of services to accessible buildings, assignment of an aide, delivery of services at alternate accessible sites, use of accessible rolling stock or other conveyances, or any other methods that result in You making your services, programs, or activities readily accessible to and usable by me. I understand that You are not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

B. To pay my attorney, Anthony Brady, the sum of seven thousand five hundred dollars (\$7,500) towards attorney fees incurred in the prosecution of all prior lawsuits against You.

3. **Dismissal of Lawsuit.** I agree to dismissal of the matter of Edward Law, et al. v. The City of North Wildwood, et al., Civil Action No.: 1:09-CV-04178 (JHR-KMW). I will take whatever actions may be necessary to ensure the dismissal with prejudice of this lawsuit.

In addition, I agree that I will not seek anything further from You in the form of damages arising out of past lack of access or any further equitable relief from You in the form of alterations to any currently existing beach, parking lot, building, service or facility of the City of North Wildwood.

4. **Prior Notice Before Filing Further Litigation.** If at any time in the future I encounter difficulty with access to any beach, parking lot, building, service or facility owned by the City of North Wildwood, or if I come to believe that the City of North Wildwood is in violation of state or federal law governing accessibility for the disabled, before filing suit I will (i) request assistance as required at paragraphs 2(a) above; and (ii) if I am dissatisfied with the response to my request for assistance, provide written notice to the City of North Wildwood Administrator of my precise concerns. Further, before filing litigation, I agree to attend an in-person meeting within the City Administrator where I will give the City a fair opportunity to address my accessibility concerns before I file a lawsuit. I agree not to file suit until 60 days after the date of our in-person meeting, and only after a good faith determination at the end of such 60 day period that my concerns have not been properly addressed and that the City of North Wildwood is in violation of the law.

5. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

6. **No Admission of Liability.** It is agreed and acknowledged by both parties that this Release does not constitute an admission of liability by either party. Rather, it represents an amicable compromise of a dispute between those parties.

7. **Settlement Subject to Approval of Governing Body.** I understand that this agreement will not be binding unless and until it is formally approved by the governing body of the City of North Wildwood.

8. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its appropriate corporate officers will sign said Release and its corporate seal is affixed.

IN WITNESS WHEREOF, and intending to be legally bound, Edward Law has executed this Release and settlement agreement as of the date set forth below.

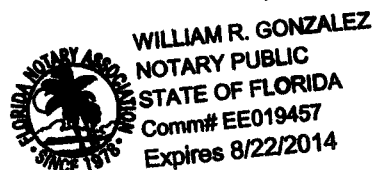
By: Edward Law

Dated: 1-18-2011

(Seal)

State of Florida, county of Orange, EDWARD LAW,
personally came before and acknowledged under oath
& signed before me.

Will R. Gonzalez



Florida
STATE OF ~~NEW JERSEY~~, COUNTY OF *Orange* : SS.:

I CERTIFY that on the *18* day of *Jan* 2011, Edward Law personally came before me and acknowledged under oath, to my satisfaction, that this person;

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

[Signature]
(Notary Public)
(Raised Seal)

Sworn to and subscribed before me
this *18* day of *January*,
2011.



WILLIAM R. GONZALEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE019457
Expires 8/22/2014

[Signature: Edward Law]

EXHIBIT S

1 Q. And what did you observe?

2 A. Well, the curb cuts were not done properly
3 to me. Technical issue.

4 Q. What did you observe when he tried to
5 access the curb cut?

6 A. He could use them. He could use them. He
7 would have to just be right in front of them.

8 Q. So --

9 A. One time he had -- the wheel was spinning.
10 I think it was in a crack. I'm not sure.

11 Q. So you mentioned 2nd Street and JFK. And
12 then I think you said 7th and 8th Street?

13 A. Those are streets which intersect that.

14 Q. Okay. They intersect JFK?

15 A. Well, JFK would be T intersection.

16 Q. Okay.

17 A. The 2nd Street would be the cross
18 intersection. I am not sure what that street is,
19 2nd Street from JFK.

20 Q. After -- well, were you going anywhere
21 with Mr. Lasky at that point?

22 A. We were just enjoying the weather. It was
23 a nice day. And he was -- he was criticizing the
24 curb cuts. And I could see that he had a point.

25 Q. After you walked around, what did you do

Audio recording of phone conversation -
Greg Lansky and N. Wildwood P.D.

EXHIBIT T

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

THOMAS HAMILL;	:	CASE NO. 1:10-cv-06587-JBS-KMW
GREGORY LASKY,	:	
	:	
Plaintiffs,	:	Civil Action
	:	
vs.	:	
	:	
NORTH WILDWOOD CITY;	:	PLAINTIFFS' FIRST
JOHN DOE(S), fictitious names of	:	AMENDED COMPLAINT
Defendants A thru Z,	:	
	:	
Defendant(s).	:	

Plaintiffs Thomas Hamill residing at 1702 Lincoln Drive, Voorhees, New Jersey 08043 and Gregory Lasky residing at 3350 East Greenview Terrace, Margate, Broward County, Florida 33063 by way of complaint against the Defendant states:

JURISDICTION

1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 in that Plaintiffs allege a violation of the Americans With Disabilities Act (ADA) and the Rehabilitation Act of 1973.

PARTIES

2. Plaintiff Hamill is disabled and uses a wheelchair. Mr. Hamill is very active in charities and was a member of the New Jersey and Pennsylvania Bars after serving as a law clerk to a United States District Judge. He is a frequent visitor of the Jersey shore including North Wildwood on December 14, 2010, July 16, 2011, and October 22, 2011.
3. Plaintiff Lasky is disabled and uses a wheelchair. Prior to his injury rendering him

disabled Plaintiff Lasky was honored for his work as a fire fighter. Plaintiff Lasky last attempted to utilize the services of the Defendant on December 5, 2010, July 16, 2011, and October 6, 2011.

4. Defendant North Wildwood City is a municipality located in Cape May County, New Jersey. Said Defendant has been the subject of previous lawsuits involving violations of the access laws to the disabled; Caruso v. North Wildwood, U.S.D.C. New Jersey, 1:95-cv-01373-JEI; and Edward Law; Carmena Stoney v. North Wildwood City, Aberdeen Township, Case No. 1:09-cv-04178-JHR-KMW.

NOTICE

5. Defendant was made aware of the violations of access to the beaches and bathrooms by expert reports served upon Defendant's Counsel Eric Harrison in regard to the case of Edward Law; Carmena Stoney v. North Wildwood City, Aberdeen Township, Case No. 1:09-cv-04178-JHR-KMW. Defendant was made aware of its new construction violations of curb cuts and sidewalks by the expert report of William B. Cody. The Defendant's Counsel Mr. Harrison also declined an invitation to be shown the said access violations placing a condition only if the disabled individual was to be present. Consequently, Defendant had, at best, constructive notice of Defendant's violations prior to suit being filed.

In addition, the engineer has testified that he is not familiar with the applicable access codes.

FIRST COUNT

6. Plaintiffs have been patrons of the Defendant North Wildwood City's services including Plaintiff Hamill on December 14, 2010, July 16, 2011, and October 22, 2011 and Plaintiff Lasky on December 5, 2010, July 16, 2011, and October 6, 2011.

7. The uses of the Defendant's services were impaired as a lack of access to them and the disabled as a whole. Specifically, the newly constructed sand dune ramps at J.F.K. Boulevard do not have an accessible route to the bathrooms at J.F.K. Boulevard and are not accessible. In regard to curb cuts the Plaintiffs' ability to utilize same was impaired in that they are constructed with excessive slopes, have a lack of level landings as well as improper thresholds. These curb cuts include the following streets; New York, New Jersey, Atlantic, Central, Surf Avenues and J.F.K. Boulevard.
8. The vast majority of said curb cuts are newly constructed.
9. The Defendant has recently constructed a sidewalk on Surf Avenue that has altered cross slopes.
10. Upon information and belief the Defendant receives funding from the United States of America for the above mentioned discrimination..
11. Plaintiff Lasky made a telephone call to Defendant for assistance prior to filing suit. Said telephone call was not returned.
12. This lack of access to Plaintiffs is a violation of Title II of the ADA and the Rehabilitation Act of 1973.
13. The Plaintiffs intend to return to the services and programs as both patrons and testers. Indeed, the AFDA had a meeting in North Wildwood on July 16, 2011 and will meet again in the summer of 2012.
14. As a result the Plaintiffs sustained emotional distress and anger.
15. Plaintiffs reserve the right to amend its allegations as discovery progresses.

WHEREFORE, Plaintiffs demand judgment for:

- 1) Nominal damages under the Rehabilitation Act and Title II of the ADA.
- 2) Injunctive relief.

- 3) Attorney fees.
- 4) Costs of suit.

SECOND COUNT

16. Plaintiffs Hamill and Lasky repeat the allegations of the first count.
17. Both Plaintiff Hamill and Lasky attended a meeting at Defendant's township on July 16, 2011. Both Plaintiffs attempted to utilize the services of the Defendant including its curb cuts, sidewalks, and access to the beach but their ability to utilize same was impaired due to the lack of access to the disabled.
18. Again, on October 22, 2011 Plaintiff Hamill returned to Defendant's township. Again, he found Defendant's curb cuts, sidewalks, and access to the beach not accessible to him or to the disabled. Plaintiff Hamill noticed that newly constructed sidewalks on Surf Avenue were constructed in violation of the Americans With Disabilities Act (ADA) and found that they were not usable by him or the disabled.
19. Plaintiff Lasky on October 6, 2011 returned to Defendant's township but found that the Defendant's services including curb cuts, sidewalks, bathrooms, and access to the beach were not properly accessible to him or the disabled. He was shocked to discover that curb cuts and sidewalks built subsequent to the filing of this lawsuit on Surf Avenue were constructed improperly and that they had slopes too steep and lacking level landings which rendered the curb cuts not usable to him or to the physically disabled.
20. Both Plaintiffs intend to return to Defendant's services including curb cuts, sidewalks, bathrooms, access to the beach on many occasions including July 2012, July 2013 and ongoing for meetings.

WHEREFORE, Plaintiffs demand judgment for:

- 1) Nominal damages of \$1.00 under the Rehabilitation Act and the ADA.

- 2) Injunctive relief.
- 3) Attorney fees.
- 4) Costs of suit.

THIRD COUNT

21. Defendants John Doe(s) fictitious names of Defendants A thru Z are other government and private entities who are responsible for the aforementioned discrimination and are the architects, contractors, and engineers who aided and/or abetted the aforementioned discrimination.

WHEREFORE Plaintiffs demand judgment for:

- 1) Nominal damages under the Rehabilitation Act and Title II of the ADA.
- 2) Injunctive relief.
- 3) Attorney fees.
- 4) Costs of suit.

Dated: February 15, 2012

s/Anthony J. Brady, Jr.
ANTHONY J. BRADY, JR., ESQUIRE
1 Rose Avenue
P O Box 129
Maple Shade, New Jersey 08052
(856) 662-5234
Email: ladbrady@gmail.com
Attorney for Plaintiffs

EXHIBIT U

*Law Offices
of*
ANTHONY J. BRADY, JR.
Attorney at Law
1 Rose Avenue
P O Box 129
Maple Shade, New Jersey 08052
Tel: (856) 662-5234
Email: ladbrady@gmail.com

Member of NJ, PA, SC & FL Bars

VIA U.S. MAIL

July 14, 2011

Eric L. Harrison, Esquire
METHFESSEL & WERBEL
P O Box 3012
Edison, NJ 08818

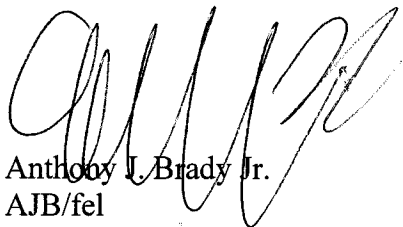
RE: Karl Loose; Thomas Hamill; Gregory Lasky; Advocates For Disabled
Americans (AFDA) v. North Wildwood City, et al.
Case No. 1:10-cv-06587-JBS-KMW

Dear Mr. Harrison:

Please find enclosed Plaintiff Gregory Lasky's and Plaintiff AFDA's answers to
Defendant's interrogatories that have also been emailed to you today.

I thank you for your kind attention.

Very truly yours,



Anthony J. Brady Jr.
AJB/fel

Enclosures

716899 f1b

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KARL LOOSE;
THOMAS HAMILL;
GREGORY LASKY;
ADVOCATES FOR DISABLED
AMERICANS (AFDA);

Plaintiffs,

VS.

NORTH WILDWOOD CITY;
JOHN DOE(S), fictitious names of
Defendants A thru Z,

Defendant(s).

: CASE NO. 1:10-CV-06587-JBS-KMW

Civil Action

**PLAINTIFF GREGORY LASKY'S
ANSWERS TO DEFENDANT'S
INTERROGATORIES**

1. Gregory Lasky, 3350 East Greenview Terrace, Margate, Broward County, Florida.
2. Driving to Cape May since 2008 and have driven through North Wildwood. I do not remember the dates. On October 9, 2010, December 5, 2010, and April 15, 2011 I wanted to use the services of the Defendant but was unable to do so because of Defendant's lack of access.

- | | |
|--------------------|---|
| 1. October 9, 2010 | Albena Shutenko, 1 Rose Avenue, Maple Shade, NJ |
| 2. Dec. 5, 2010 | None. |
| 3. April 15, 2011 | None. |

On April 15, 2011 I attempted to use the Defendant's municipal hall but was unable to do so because the lack of parking for the disabled. On three occasions I went but was unable to utilize the beach due to lack of accessible routes to the beach next to JFK Blvd. The bathrooms at JFK Blvd. and New Jersey Avenue are not accessible. Was unable to use the streets, curb cuts, and sidewalks at JFK Blvd., Surf, Atlantic, and Central Avenues which are dangerous because of the lack of curb cuts, sidewalks, and streets. The curb cuts are too steep with cross slopes and no level landings.

3. I called on October 9 and December 5, 2010; I did not receive a telephone call back. On April 15, 2011 I talked to a police officer who apologized but offered no solutions.
4. To enjoy the Defendant's services. I also intend to be a tester to ensure Defendant's services are accessible. The AFDA does not do business. However, I am serving as a tester for the AFDA and myself.

5. July 16, 2011, will want to use the curb cuts, streets, parking, sidewalks, beaches, and bathrooms. Will return in the future and intend to use the above and township hall when in New Jersey and as a tester in North Wildwood.
6. Will return July 2012.
7. See answer to question 2.
8. No accessible bathrooms, the curb cuts have acute slopes, cross slopes, no level landings, sidewalks on cross slopes. No routes to beach because of sand. No access to township hall because of the lack of parking for the disabled.
9. Yes, I called the Defendant. In addition, my lawyer offered to show the Defendant its ADA violations but this was rejected by Attorney Eric Harrison.
10. No, there is no access to the Beach Patrol, there is no signage and beach chairs are not usable because of my disability.
11. None.
12. None.
13. See answer to question 5.
14. Angry the Defendant violates the access laws.
15. Objection, I have not been treated for the incident.
16. Objection, calls for a legal conclusion; in addition I do not have access to said records.
17. Objection, calls for a legal conclusion.
18. Bathrooms of Defendant should be accessible; the services and access to and from the beach; there should be proper curb cuts, streets, and sidewalks on all streets, especially on newly constructed ones.
19. Objection, calls for a legal conclusion.
20. Saw a police officer who had no solutions but did apologize. As answered previously, my calls were unanswered and Attorney Harrison declined to be shown Defendant's violations.
21. Previously asked and answered.

22. Attorney Eric Harrison has denied improper curb cuts, streets, sidewalks, and access to the beach and he was given the opportunity to be shown said violations but declined to do so.
Albena Shutenko, was at my October 9, 2010 visit.
William B. Cody, expert.
23. None, will be supplied when in receipt.
24. Objection, Defendant has asked more than 25 questions, including subparts.
25. Objection, Defendant has asked more than 25 questions, including subparts.

CERTIFICATION

I hereby certify that the foregoing answers to interrogatories made by me are true. I am aware that if any of the foregoing statements made by are willfully false, I am subject to punishment.


GREGORY LASKY

DATED: 7-14-11

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KARL LOOSE;	:	CASE NO. 1:10-CV-06587-JBS-KMW
THOMAS HAMILL;	:	
GREGORY LASKY;	:	
ADVOCATES FOR DISABLED	:	Civil Action
AMERICANS (AFDA);	:	
	:	
Plaintiffs,	:	
vs.	:	
	:	
NORTH WILDWOOD CITY;	:	PLAINTIFF ADVOCATES FOR
JOHN DOE(S), fictitious names of	:	DISABLED AMERICANS' (AFDA)
Defendants A thru Z,	:	ANSWERS TO DEFENDANT'S
	:	INTERROGATORIES
Defendant(s).	:	

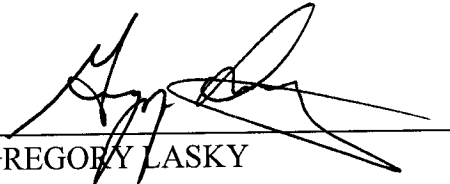
1. Objection, immaterial to the issues of this case. The Defendant has attempted to retaliate and intimidate members of the AFDA. In addition, Defendant has requested IRS records notwithstanding the records are immaterial, and this request is viewed as an implied threat to the membership.
2. To protect the rights of the disabled.
To help the disabled with problems from their disabilities.
3. Objection, immaterial since Plaintiff is not seeking actual damages. In addition, such information is in the public domain.
4. Objection, in that Plaintiff is not seeking damages. In addition, said information is in the public domain.
5. To ensure Defendant creates access to its bathrooms, beaches, routes, curb cuts, and sidewalks.
6. Objection, immaterial. Plaintiff is only seeking one dollar in nominal damages.
7. No, Attorney Harrison refused the offer to show him Defendant's violations. On April 15, 2011 a police officer spoke with Mr. Lasky about the lack of access but offered no solutions. In October and December 2010 Defendant did not return Mr. Lasky's telephone calls.
8. Objection, immaterial and Moorestown Township is not a party to this litigation.

9. Attorney Eric Harrison – knowledge of Defendant’s lack of access and refusal to be shown violations so suit did not have to be filed.
Albena Shutenko was with Plaintiff Lasky on October 9, 2010.
William B. Cody, expert.
10. When in receipt of same, will supply from Mr. Cody.
11. Yes, Plaintiff Lasky communicated with a police officer on April 15, 2011 and he apologized for no solutions and previous phone calls to the township did not result with a call back and Defendant’s counsel Harrison refused to be shown its violations by Plaintiffs’ counsel.
12. None at this time.
13.
 - a. Advocates For Disabled Americans Incorporated.
 - b. None.
 - c. January 23, 1995, New Jersey.
 - d. 4327 Manor Avenue, Pennsauken, NJ 08109
 - e. Objection, calls for a legal conclusion but it is my understanding that a New Jersey corporation is authorized to do business in all fifty states.
14. Yes, suspended from August 2008 until August 2010. Organization paid the filing fee.
15. July 16, 2011 a meeting will take place at Flip Flopz Bar. October 2010.
16. Unknown to answering party.
17.
 1. 2010 helped a business owner at Wild Wings, Margate, Fl in creating access to his business.
 2. Spring 2011 assisted a business in Burbank, California to create access,
 3. Lobbied the Ukrainian government throughout the 2000s passing laws for the rights of the disabled.
 4. Testified at Congress in regard to notification requirement under the ADA.
 5. Attended many seminars and conferences with the Access board in regard to accessibility issues.
 6. Assisted many disabled individuals in such areas as benefits, apartments, etc.
 7. Said work has been done by such members as Plaintiff’s counsel, Albena Shutenko, Luda Cannon, Nicholas Pavlak, Gregory Lasky.
18. For the relevant periods of this lawsuit the President is Gregory Lasky and Vice President is Edward Law.

The previous names of officers are not relevant in that standing is established at the time of the filing of the complaint.

CERTIFICATION

I hereby certify that the foregoing answers to interrogatories made by me are true. I am aware that if any of the foregoing statements made by are willfully false, I am subject to punishment.


GREGORY LASKY

DATED: 7-14-11

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KARL LOOSE;	:	CASE NO. 1:10-CV-06587-JBS-KMW
THOMAS HAMILL;	:	
GREGORY LASKY;	:	
ADVOCATES FOR DISABLED	:	Civil Action
AMERICANS (AFDA);	:	
	:	
Plaintiffs,	:	
vs.	:	
	:	
NORTH WILDWOOD CITY;	:	PLAINTIFFS' RESPONSE
JOHN DOE(S), fictitious names of	:	TO DEFENDANT'S PRODUCTION
Defendants A thru Z,	:	OF DOCUMENTS REQUEST
	:	
Defendant(s).	:	

Plaintiffs object to Defendant's production of documents request it that they do not comply with any aspects of Federal Rule Civil Procedure 34 which mandates that the request state a reasonable time, place and manner of making the inspection and perform the relevant acts.

Obviously, your request does not state a time, place and manner.

1. See enclosed.
2. Objection, minutes of AFDA meetings immaterial since 2005. Plaintiff will respond to more narrowly tailored questions for time periods relevant to this matter. As Defendant should be aware standing in federal jurisdictional cases is established at the filing of the lawsuit.
3. Please find enclosed the same documents as supplied in question 1.
4. There are no such documents.
5. There are no such documents.
6. There are no such documents in that there is no income flow.
7. Immaterial and said information is not relevant in that all suits against other municipalities not material.

8. None, objection, tax records are privileged and in any event not relevant in this matter. Further, I requested that my attorney supply to Defendant a memorandum to explain Plaintiffs' position which should be completed within two weeks. Further it is objected to in that this is an attempt to intimidate members of the AFDA from filing lawsuits.
9. Objection, not material in that standing is established at the time of the filing of the complaint. In addition, said records may not be available due to the death of a member of the AFDA.
10. Objection, not material and too burdensome.
11. Said document is enclosed.
12. There are no satellite locations for the AFDA.

Corporation Service for Attorneys

CORPORATION OUTFITS

STOCK AND BOND CERTIFICATES
MINUTE BOOKS, SEALS

M. BURR KEIM COMPANY

105 NORTH WATTS STREET
PHILADELPHIA, PA 19107-1983
(215) 563-8113
(FAX) (215) 977-9386
1-800-533-8113

January 24, 1995

Dean Ragone
Anthony J. Brady & Associates
205 East Main Street
Maple Shade, NJ 08052

RE: ADVOCATES FOR DISABLED AMERICANS, INC.

Dear Mr. Ragone:

We enclose the filed copy of the Certificate of Incorporation for the above which we picked up from the Department of State at Trenton.

We appreciate having had the opportunity to be of service.

Very truly yours,

M. BURR KEIM COMPANY

Robert Worthington

Robert Worthington

RW/dh

BY-LAWS

ARTICLE I - OFFICES

1. The registered office of the corporation shall be at
and the name of the agent at such address is:

2. The corporation may also have offices at such other places as the Board of Trustees may from time to time appoint or the activities of the corporation may require.

ARTICLE II - SEAL

1. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, New Jersey".

ARTICLE III - MEMBERS

1. There shall be no members, as such, of the corporation.

ARTICLE IV - BOARD OF TRUSTEES

1. The activities of this corporation shall be managed by its Board of Trustees. Trustees shall be at least 18 years of age and need not be United States citizens or residents of this State.

2. The number of trustees of this corporation shall be
. In no event shall the number of trustees be less than three.

3. (a) The trustees named in the certificate of incorporation shall hold office until the first annual meeting of the members of the Board of Trustees and until their successors are elected and qualified.

(b) At the first annual meeting of the members of the Board and at each annual meeting thereafter, the members of the Board shall elect trustees to hold office until the next annual meeting. Each trustee shall hold office for the term for which the trustee is elected and qualified and until a successor is elected and qualified.

(c) Elections of trustees need not be by ballot unless a member demands election by ballot at the election and before the voting begins.

(d) At each election of trustees every member entitled to vote at the election shall have the right to cast one vote for each trustee to be elected.

(e) Trustees shall be elected by plurality of votes cast at an election.

(f) A trustee may resign by written notice to the corporation. The resignation shall be effective upon receipt thereof by the corporation or at a subsequent time as shall be specified in the notice of resignation.

4. (a) Any trusteeship not filled at the annual meeting and any vacancy, however caused, occurring in the Board may be filled by the affirmative vote of a majority of the remaining trustees even though less than a quorum of the Board, or by a

sole remaining trustee. A trustee so elected by the Board shall hold office until the next succeeding annual meeting and until a successor is elected and qualified.

(b) When one or more trustees shall resign from the Board effective at a future date, a majority of the trustees then in office, including those who have so resigned, may fill the vacancy or vacancies, the vote thereon to take effect when the resignation or resignations become effective. Each trustee so chosen shall hold office as herein provided in the filling of other vacancies.

(c) Any trusteeship to be filled by reason of an increase in the number of trustees shall be filled by election at an annual meeting or at a special meeting called for that purpose of the members of the Board. A trustee elected by the Board to fill the trusteeship shall hold office until the next succeeding annual meeting and until a successor is elected and qualified.

(d) The Board of Trustees, by affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member of the Board for cause after an appropriate hearing.

(e) The Board of Trustees may declare vacant the office of a director if he is declared of unsound mind by an order of court or is convicted of felony, or if within sixty days after notice of his selection, he does not accept such office either in writing or by attending a meeting of

the Board of Trustees, and fulfill such other requirements of qualification as the By-Laws may specify.

(f) No act of the Board done during the period when a trustee has been suspended or removed for cause shall be impugned or invalidated if the suspension or removal is thereafter rescinded or invalidated.

5. (a) A majority of the entire Board, or of any committee thereof, shall constitute a quorum for the transaction of business, unless the certificate of incorporation shall provide that a greater or lesser number constitute a quorum, which in no case shall be less than the greater of two persons or one-third of the entire Board or committee, except that when a committee of the Board consists of one trustee, then one trustee shall constitute a quorum.

(b) The act of the majority present at a meeting at which a quorum is present shall be the act of the Board or the committee, unless the act of a greater number is required by this act or the certificate of incorporation. Any action required to be authorized by a vote of the trustees greater than a majority shall be rescinded or modified only by a like vote.

(c) Unless otherwise provided by the certificate of incorporation any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board or any committee thereof may be taken without a meeting if, prior or subsequent to the action, all members of the Board or of the committee, as the case may be, consent thereto in writing

and written consents are filed with the minutes of the proceedings of the Board or committee. The consents shall have the same effect as a unanimous vote of the Board or committee for all purposes, and may be stated as such in any certificate or other document filed with the Secretary of State.

6. (a) The Board, by resolution adopted by a majority of the entire Board, may appoint from among the trustees an executive committee and one or more other committees, each of which shall have at least one or more members. To the extent provided in the resolution, each committee shall have and may exercise all the authority of the Board, except that no committee shall:

1. Make, alter or repeal any By-Law of the corporation.
2. Elect or appoint any trustee, or remove any officer or trustee;
3. Amend or repeal any resolution previously adopted by the Board.

(b) The Board, by resolution adopted by a majority of the entire Board, may:

1. Fill any vacancy in any committee;
2. Appoint one or more trustees to serve as alternate members of any committee, to act in the absence or disability of members of any committee with all the powers of the absent or disabled members.

3. Abolish any committee at its pleasure; and
4. Remove any trustee from membership on a committee at any time, with or without cause.

(c) Actions taken at a meeting of any committee shall be reported to the Board at its next meeting following the committee meeting; except that, when the meeting of the Board is held within 2 days after the committee meeting, the report shall, if not made at the first meeting, be made to the Board at its second meeting following the committee meeting.

(d) The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed by law.

7. (a) Meetings of the Board may be held either within or without this State.

(b) Regular meetings of the Board may be held with or without notice. Special meetings of the Board shall be held upon 2 days notice. Notice of any meeting need not be given to any trustee who signs a waiver of notice, whether before or after the meeting. The attendance of any trustee at a meeting without protesting prior to the conclusion of the meeting the lack of notice of the meeting shall constitute a waiver of notice by that trustee. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of the meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjourn-

ment does not exceed 10 days in any one adjournment.

(c) Any or all trustees may participate in a meeting of the Board or a committee of the Board by means of conference telephone or any means of communication by which all persons participating in the meeting are able to hear each other.

8. A trustee who is present at a meeting of the Board, or any committee thereof of which the trustee is a member, at which action on any corporate matter referred to in section 15A: 6-12 of the act is taken shall be presumed to have concurred in the action taken unless the dissent of the trustee shall be entered in the minutes of the meeting or unless the trustee shall file a written dissent to the action with the person acting as the secretary of the meeting before or promptly after the adjournment of the meeting. The right to dissent shall not apply to a trustee who voted in favor of the action. A trustee who is absent from a meeting of the Board, or any committee thereof of which the trustee is a member, at which any action is taken shall be presumed to have concurred in the action unless the trustee shall file a dissent with the secretary of the corporation within a reasonable time after learning of the action.

9. Trustees and members of any committee designated by the Board shall discharge their duties in good faith and with that degree of diligence, care and skill which ordinarily prudent persons would exercise under similar circumstances in like position. In discharging their duties, trustees and members of

any committee designated by the Board shall not be liable if, acting in good faith they rely on the opinion of counsel for the corporation or upon written reports setting forth financial data concerning the corporation and prepared by an independent public accountant or certified public accountant or firm of accountants or upon financial statements, books of accounts or reports of the corporation represented to them to be correct by the president, the officer of the corporation having charge of its books of account, or the person presiding at a meeting of the Board.

ARTICLE V - OFFICERS

1. (a) The officers of the corporation shall consist of a president, a secretary, a treasurer, and, if desired, a chairman of the board, an executive trustee, one or more vice presidents, and all other officers as may be prescribed by the Board. The officers shall be elected or appointed by the Board. The corporation may provide alternative titles for those officers provided that the certificate of incorporation or the By-Laws specify which other officer titles correspond to the president, secretary and treasurer and that the alternative titles not be used in completing the annual report filed pursuant to section 15A:4-5.

(b) Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if the instrument is

required by law or by these By-Laws to be executed, acknowledged, or verified by two or more officers.

(c) Any officer elected or appointed as herein provided shall hold office for the term of one year and until a successor is elected or appointed and has qualified, subject to earlier termination by removal or resignation.

(d) The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the trustees; he shall have general and active management of the affairs of the corporation; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the trustees to delegate any specific powers, except such as may be by statute exclusively conferred on the president, to any other officer or officers of the corporation. He shall execute bonds, mortgages and other documents requiring a seal, under the seal of the corporation. He shall be EX-OFFICIO a member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of president.

(e) The vice president shall act in all cases for and as the president in the latter's absence or incapacity, and shall perform such other duties as he may be required to do from time to time.

(f) The secretary shall attend all sessions of the Board and act as clerk thereof, and record all the votes of the corporation and the minutes of all its transactions in a

thereof by the corporation or at a subsequent time as shall be specified in the notice of resignation.

(c) Any vacancy occurring among the officers, however caused, shall be filled in the manner provided in the By-Laws. In the absence of such a provision, any vacancy shall be filled by the Board.

ARTICLE VI - BOOKS AND RECORDS

1. The corporation shall keep books and records of account and minutes of the proceedings of its Board and executive committee, if any and make available for inspection at the office of its agent, records containing the names and addresses of all members of the Board.

ARTICLE VII - SALES OR OTHER DISPOSITION OF ASSETS IN REGULAR COURSE OF ACTIVITIES AND MORTGAGE OR PLEDGE OF ASSETS

1. The sale, lease, exchange, or other disposition of all, or substantially all, the assets of a corporation in the usual and regular course of its activities as conducted by the corporation, and the mortgage or pledge of any or all the assets of a corporation whether or not in the usual and regular course of activities as conducted by the corporation, may be made upon terms and conditions and for a consideration, which may consist in whole or in part of money or property, real or personal, including shares, bonds or other securities of any domestic corporation, foreign corporation, or any corporate business entity as shall be authorized by its Board.

book to be kept for that purpose; and shall perform like duties for all committees of the Board of Trustees when required. He shall give, or cause to be given, notice of all meetings of the members of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board of Trustees or president, under whose supervision he shall be. He shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

(g) The treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall keep the moneys of the corporation in a separate account to the credit of the corporation. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the president and trustees, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

2. (a) Any officer elected or appointed by the Board may be removed by the Board with or without cause. The removal of an officer without cause shall be without prejudice to that officer's contract rights, if any. Election or appointment of an officer shall not of itself creat contract rights.

(b) An officer may resign by written notice to the corporation. The resignation shall be effective upon receipt

ARTICLE VIII - SALE OR OTHER DISPOSITION OF ASSETS
OTHER THAN IN REGULAR COURSE OF ACTIVITIES

1. (a) A sale, lease, exchange, or other disposition of all, or substantially all, the assets of a corporation, if not in the usual and regular course of its activities as conducted by the corporation, may be made upon terms and conditions and for a consideration, which may consist in whole or in part of money or property, real or personal, including shares, bonds or other securities of any corporation, domestic or foreign, or any corporate business entity as may be authorized by the Board.

ARTICLE IX - MISCELLANEOUS PROVISIONS

1. The fiscal year of the corporation shall begin on the first day of

ARTICLE X - AMENDMENTS

1. The Board shall have the power to make, alter and repeal By-Laws at any regular or special meeting duly convened after notice of the purpose.

UNANIMOUS CONSENT OF TRUSTEES
IN LIEU OF ORGANIZATION MEETING

THE UNDERSIGNED, being all of the trustees of the above named nonprofit corporation, a corporation organized under the Laws of the State of New Jersey, hereby adopt the following resolutions:

RESOLVED, That a copy of the Certificate of Incorporation of this corporation, which has been filed in the office of the Secretary of State, be prefixed to the minutes, and that this corporation proceed to do business thereunder.

RESOLVED, That a form of By-Laws for the regulation of the affairs of the corporation be adopted and inserted in the minute book immediately following the copy of the Certificate of Incorporation.

RESOLVED, That the officers of this corporation be authorized and directed to open a bank account in the name of the corporation, in accordance with a form of bank resolution attached to these minutes.

RESOLVED, That the following persons are appointed to the offices set opposite their respective names, to serve for one year and until their successors are chosen and qualify.

RESOLVED, That the secretary is authorized and directed to procure the proper corporate books, and the treasurer be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the corporation.

RESOLVED, That in compliance with the laws of the State of New Jersey, this corporation have and continuously maintain a registered office within the State of New Jersey and have an agent at all times in charge thereof, upon which agent process against this corporation may be served, and that the books and records of the corporation shall be available for examination by any member for any proper purpose as provided by law.

RESOLVED, That the proper officers of the corporation are hereby authorized and directed to make application for tax-exempt status under the appropriate section of the United States Internal Revenue Code and to file all necessary documents and forms in connection therewith.

RESOLVED, That the proper officers of the corporation be an they are hereby authorized and directed on behalf of the corporation, and under its corporate seal, or otherwise to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country in which said officers find it necessary or expedient to file the same to authorize the corporation to transact business in such

state, territory, dependency or foreign country.

Dated:

Form (Rev. December 1993) Department of the Treasury Internal Revenue Service	<h1 style="margin: 0;">SS-4</h1>	<h2 style="margin: 0;">Application for Employer Identification Number</h2> <p style="margin: 0;">(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)</p>	EIN OMB No. 1545-0003 Expires 12-31-96
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Please type or print clearly.

1 Name of applicant (Legal name) (See instructions.)	
2 Trade name of business, if different from name in line 1	3 Executor, trustee, "care of" name
4a Mailing address (street address) (room, apt., or suite no.)	5a Business address, if different from address in lines 4a and 4b
4b City, state, and ZIP code	5b City, state, and ZIP code
6 County and state where principal business is located	
7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ▶	

8a Type of entity (Check only one box.) (See instructions.)		<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Trust	
<input type="checkbox"/> Sole Proprietor (SSN) _____		<input type="checkbox"/> Plan administrator-SSN _____ <input type="checkbox"/> Partnership	
<input type="checkbox"/> REMIC <input type="checkbox"/> Personal service corp.		<input type="checkbox"/> Other corporation (specify) _____ <input type="checkbox"/> Farmers' cooperative	
<input type="checkbox"/> State/local government <input type="checkbox"/> National guard		<input type="checkbox"/> Federal government/military <input type="checkbox"/> Church or church controlled organization	
<input type="checkbox"/> Other nonprofit organization (specify) _____ (enter GEN if applicable)		<input type="checkbox"/> Other (specify) ▶ _____	

8b If a corporation, name the state or foreign country (if applicable) where incorporated ▶	State	Foreign country
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9 Reason for applying (Check only one box.)		<input type="checkbox"/> Changed type of organization (specify) ▶ _____	
<input type="checkbox"/> Started new business (specify) ▶ _____		<input type="checkbox"/> Purchased going business	
<input type="checkbox"/> Hired employees		<input type="checkbox"/> Created a trust (specify) ▶ _____	
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____		<input type="checkbox"/> Other (specify) ▶ _____	
<input type="checkbox"/> Banking purpose (specify) ▶ _____		<input type="checkbox"/> Other (specify) ▶ _____	

10 Date business started or acquired (Mo., day, year) (See instructions.)	11 Enter closing month of accounting year. (See instructions.)
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12 First date wages or annuities were paid or will be paid (Mo., day, year). <i>Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year)</i> ▶			
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13 Enter highest number of employees expected in the next 12 months. <i>Note: If the applicant does not expect to have any employees during the period, enter "0."</i> ▶	Nonagricultural	Agricultural	Household
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14 Principal activity (See instructions.) ▶			
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15 Is the principal business activity manufacturing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes," principal product and raw material used ▶	

16 To whom are most of the products or services sold? Please check the appropriate box.		<input type="checkbox"/> Business (wholesale)	<input type="checkbox"/> N/A
<input type="checkbox"/> Public (retail) <input type="checkbox"/> Other (specify) ▶			

17a Has the applicant ever applied for an identification number for this or any other business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Note: If "Yes," please complete lines 17b and 17c.</i>	

17b If you checked the "Yes" box in line 17a, give applicant's legal name and trade name, if different than name shown on prior application.	
Legal name ▶	Trade name ▶

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.		
Approximate date when filed (Mo., day, year)	City and state where filed	Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Business telephone number (include area code)
Name and title (Please type or print clearly.) ▶		

Signature ▶		Date ▶
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Note: Do not write below this line. For official use only.

Please leave blank ▶	Geo.	Ind.	Class	Size	Reason for applying
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For Paperwork Reduction Act Notice, see attached instructions.

Cat. No. 16055N

Form SS-4 (Rev. 12-93)

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Purpose

Use Form SS-4 to apply for an employer identification number (EIN). An EIN is a nine-digit number (for example, 12-3456789) assigned to sole proprietors, corporations, partnerships, estates, trusts, and other entities for filing and reporting purposes. The information you provide on this form will establish your filing and reporting requirements.

Who Must File

You must file this form if you have not obtained an EIN before and

- You pay wages to one or more employees.
- You are required to have an EIN to use on any return, statement, or other document, even if you are not an employer.
- You are a withholding agent required to withhold taxes on income, other than wages, paid to a nonresident alien (individual, corporation, partnership, etc.). A withholding agent may be an agent, broker, fiduciary, manager, tenant, or spouse, and is required to file **Form 1042**, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons.
- You file **Schedule C**, Profit or Loss From Business, or **Schedule F**, Profit or Loss From Farming, of **Form 1040**, U.S. Individual Income Tax Return, and have a Keogh plan or are required to file excise, employment, or alcohol, tobacco, or firearms returns.

The following must use EINs even if they do not have any employees:

- Trusts, except the following:
 1. Certain grantor-owned revocable trusts (see the Instructions for Form 1040).
 2. Individual Retirement Arrangement (IRA) trusts, unless the trust has to file **Form 990-T**, Exempt Organization Business Income Tax Return (See the Instructions for Form 990-T.)
- Estates
- Partnerships
- REMICS (real estate mortgage investment conduits) (See the instructions for **Form 1066**, U.S. Real Estate Mortgage Investment Conduit Income Tax Return.)
- Corporations
- Nonprofit organizations (churches, clubs, etc.)
- Farmers' cooperatives
- Plan administrators (A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.)

Note: Household employers are not required to file Form SS-4 to get an EIN. An EIN may be assigned to you without filing Form SS-4 if your only employees are household employees (domestic workers) in your private home. To have an EIN assigned to you, write "NONE" in the space for the EIN on **Form 942**, Employer's Quarterly Tax Return for Household Employees, when you file it.

When To Apply for A New EIN

New Business.—If you become the new owner of an existing business, **DO NOT** use the EIN of the former owner. If you already have an EIN, use that number. If you do not have an EIN, apply for one on this form. If you become the "owner" of a corporation by acquiring its stock, use the corporation's EIN.

Changes in Organization or Ownership.—If you already have an EIN, you may need to get a new one if either the organization or ownership of your business changes. If you incorporate a sole proprietorship or form a partnership, you must get a new EIN. However, **DO NOT** apply for a new EIN if you change only the name of your business.

File Only One Form SS-4.—File only one Form SS-4, regardless of the number of businesses operated or trade names under which a business operates. However, each corporation in an affiliated group must file a separate application.

EIN Applied For, But Not Received.—If you do not have an EIN by the time a return is due, write "Applied for" and the date you applied in the space shown for the number. **DO NOT** show your social security number as an EIN on returns.

If you do not have an EIN by the time a tax deposit is due, send your payment to the Internal Revenue service center for your filing area. (See **Where To Apply** below.) Make your check or money order payable to Internal Revenue Service and show your name (as shown on Form SS-4), address, kind of tax, period covered, and date you applied for an EIN.

For more information about EINs, see **Pub. 583**, Taxpayers Starting a Business and **Pub. 1635**, EINs Made Easy.

How To Apply

You can apply for an EIN either by mail or by telephone. You can get an EIN immediately by calling the Tele-TIN phone number for the service center for your state, or you can send the completed Form SS-4 directly to the service center to receive your EIN in the mail.

Application by Tele-TIN.—Under the Tele-TIN program, you can receive your EIN over the telephone and use it

immediately to file a return or make a payment. To receive an EIN by phone, complete Form SS-4, then call the Tele-TIN phone number listed for your state under **Where To Apply**. The person making the call must be authorized to sign the form (see **Signature block** on page 3).

An IRS representative will use the information from the Form SS-4 to establish your account and assign you an EIN. Write the number you are given on the upper right-hand corner of the form, sign and date it.

You should mail or FAX the signed SS-4 **within 24 hours** to the Tele-TIN Unit at the service center address for your state. The IRS representative will give you the FAX number. The FAX numbers are also listed in Pub. 1635.

Taxpayer representatives can receive their client's EIN by phone if they first send a facsimile (FAX) of a completed **Form 2848**, Power of Attorney and Declaration of Representative, or **Form 8821**, Tax Information Authorization, to the Tele-TIN unit. The Form 2848 or Form 8821 will be used solely to release the EIN to the representative authorized on the form.

Application by Mail.—Complete Form SS-4 at least 4 to 5 weeks before you will need an EIN. Sign and date the application and mail it to the service center address for your state. You will receive your EIN in the mail in approximately 4 weeks.

Where To Apply

The Tele-TIN phone numbers listed below will involve a long-distance charge to callers outside of the local calling area, and should be used only to apply for an EIN. THE NUMBERS MAY CHANGE WITHOUT NOTICE. Use 1-800-829-1040 to verify a number or to ask about an application by mail or other Federal tax matters.

If your principal business, office or agency, or legal residence in the case of an individual, is located in:	Call the Tele-TIN phone number shown or file with the Internal Revenue Service center at:
Florida, Georgia, South Carolina	Attn: Entity Control Atlanta, GA 39901 (404) 455-2360
New Jersey, New York City and counties of Nassau, Rockland, Suffolk, and Westchester	Attn: Entity Control Holtsville, NY 00501 (516) 447-4955
New York (all other counties), Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Attn: Entity Control Andover, MA 05501 (508) 474-9717
Illinois, Iowa, Minnesota, Missouri, Wisconsin	Attn: Entity Control Stop 57A 2306 E. Bannister Rd. Kansas City, MO 64131 (816) 926-5999
Delaware, District of Columbia, Maryland, Pennsylvania, Virginia	Attn: Entity Control Philadelphia, PA 19255 (215) 574-2400

Indiana, Kentucky,
Michigan, Ohio, West
Virginia Attn: Entity Control
Cincinnati, OH 45999
(606) 292-5467

Kansas, New Mexico,
Oklahoma, Texas Attn: Entity Control
Austin, TX 73301
(512) 462-7843

Alaska, Arizona, California
(counties of Alpine, Amador,
Butte, Calaveras, Colusa, Contra
Costa, Del Norte, El Dorado,
Glenn, Humboldt, Lake, Lassen,
Marin, Mendocino, Modoc,
Napa, Nevada, Placer, Plumas,
Sacramento, San Joaquin,
Shasta, Sierra, Siskiyou, Solano,
Sonoma, Sutter, Tehama, Trinity,
Yolo, and Yuba), Colorado,
Idaho, Montana, Nebraska,
Nevada, North Dakota, Oregon,
South Dakota, Utah,
Washington, Wyoming

Attn: Entity Control
Mail Stop 6271-T
P.O. Box 9950
Ogden, UT 84409
(801) 620-7645

California (all other
counties), Hawaii Attn: Entity Control
Fresno, CA 93888
(209) 452-4010

Alabama, Arkansas,
Louisiana, Mississippi,
North Carolina, Tennessee Attn: Entity Control
Memphis, TN 37501
(901) 365-5970

If you have no legal residence,
principal place of business, or principal
office or agency in any state, file your
form with the Internal Revenue Service
Center, Philadelphia, PA 19255 or call
(215) 574-2400.

Specific Instructions

The instructions that follow are for those
items that are not self-explanatory. Enter
N/A (nonapplicable) on the lines that do
not apply.

Line 1.—Enter the legal name of the
entity applying for the EIN exactly as it
appears on the social security card,
charter, or other applicable legal
document.

Individuals.—Enter the first name,
middle initial, and last name.

Trusts.—Enter the name of the trust.

Estate of a decedent.—Enter the name
of the estate.

Partnerships.—Enter the legal name of
the partnership as it appears in the
partnership agreement.

Corporations.—Enter the corporate
name as set forth in the corporation
charter or other legal document creating
it.

Plan administrators.—Enter the name
of the plan administrator. A plan
administrator who already has an EIN
should use that number.

Line 2.—Enter the trade name of the
business if different from the legal name.
The trade name is the "doing business
as" name.

Note: Use the full legal name on line 1
on all tax returns filed for the entity.
However, if you enter a trade name on
line 2 and choose to use the trade name
instead of the legal name, enter the
trade name on all returns you file. To
prevent processing delays and errors,
always use either the legal name only or
the trade name only on all tax returns.

Line 3.—Trusts enter the name of the
trustee. Estates enter the name of the
executor, administrator, or other
fiduciary. If the entity applying has a
designated person to receive tax
information, enter that person's name as
the "care of" person. Print or type the
first name, middle initial, and last name.

Line 7.—Enter the first name, middle
initial, last name, and social security
number (SSN) of a principal officer if the
business is a corporation; of a general
partner if a partnership; and of a grantor
owner, or trustor if a trust.

Line 8a.—Check the box that best
describes the type of entity applying for
the EIN. If not specifically mentioned,
check the "other" box and enter the
type of entity. Do not enter N/A.

Sole proprietor.—Check this box if you
file Schedule C or F (Form 1040) and
have a Keogh plan, or are required to file
excise, employment, or alcohol,
tobacco, or firearms returns. Enter your
SSN (social security number) in the
space provided.

Plan administrator.—If the plan
administrator is an individual, enter the
plan administrator's SSN in the space
provided.

Withholding agent.—If you are a
withholding agent required to file Form
1042, check the "other" box and enter
"withholding agent."

REMICs.—Check this box if the entity
has elected to be treated as a real
estate mortgage investment conduit
(REMIC). See the Instructions for Form
1066 for more information.

Personal service corporations.—Check
this box if the entity is a personal
service corporation. An entity is a
personal service corporation for a tax
year only if:

- The principal activity of the entity
during the testing period (prior tax year)
for the tax year is the performance of
personal services substantially by
employee-owners.
- The employee-owners own 10 percent
of the fair market value of the
outstanding stock in the entity on the
last day of the testing period.

Personal services include performance
of services in such fields as health, law,
accounting, consulting, etc. For more
information about personal service
corporations, see the instructions to
Form 1120, U.S. Corporation Income
Tax Return, and **Pub. 542**, Tax
Information on Corporations.

Other corporations.—This box is for
any corporation other than a personal
service corporation. If you check this
box, enter the type of corporation (such
as insurance company) in the space
provided.

Other nonprofit organizations.—Check
this box if the nonprofit organization is

other than a church or church-controlled
organization and specify the type of
nonprofit organization (for example, an
educational organization.)

If the organization also seeks
tax-exempt status, you must file either
Package 1023 or **Package 1024**,
Application for Recognition of
Exemption. Get **Pub. 557**, Tax-Exempt
Status for Your Organization, for more
information.

Group exemption number (GEN).—If
the organization is covered by a group
exemption letter, enter the four-digit
GEN. (Do not confuse the GEN with the
nine-digit EIN.) If you do not know the
GEN, contact the parent organization.
Get **Pub. 557** for more information about
group exemption numbers.

Line 9.—Check only one box. Do not
enter N/A.

Started new business.—Check this
box if you are starting a new business
that requires an EIN. If you check this
box, enter the type of business being
started. **DO NOT** apply if you already
have an EIN and are only adding another
place of business.

Changed type of organization.—Check
this box if the business is changing its
type of organization, for example, if the
business was a sole proprietorship and
has been incorporated or has become a
partnership. If you check this box,
specify in the space provided the type of
change made, for example, "from sole
proprietorship to partnership."

Purchased going business.—Check
this box if you purchased an existing
business. **DO NOT** use the former
owner's EIN. Use your own EIN if you
already have one.

Hired employees.—Check this box if
the existing business is requesting an
EIN because it has hired or is hiring
employees and is therefore required to
file employment tax returns. **DO NOT**
apply if you already have an EIN and are
only hiring employees. If you are hiring
household employees, see **Note** under
Who Must File on page 2.

Created a trust.—Check this box if you
created a trust, and enter the type of
trust created.

Note: **DO NOT** file this form if you are
the individual-grantor/owner of a
revocable trust. You must use your SSN
for the trust. See the instructions for
Form 1040.

Created a pension plan.—Check this
box if you have created a pension plan
and need this number for reporting
purposes. Also, enter the type of plan
created.

Banking purpose.—Check this box if
you are requesting an EIN for banking
purposes only and enter the banking
purpose (for example, a bowling league
for depositing dues, an investment club
for dividend and interest reporting, etc.).

Other (specify).—Check this box if you are requesting an EIN for any reason other than those for which there are checkboxes, and enter the reason.

Line 10.—If you are starting a new business, enter the starting date of the business. If the business you acquired is already operating, enter the date you acquired the business. Trusts should enter the date the trust was legally created. Estates should enter the date of death of the decedent whose name appears on line 1 or the date when the estate was legally funded.

Line 11.—Enter the last month of your accounting year or tax year. An accounting or tax year is usually 12 consecutive months, either a calendar year or a fiscal year (including a period of 52 or 53 weeks). A calendar year is 12 consecutive months ending on December 31. A fiscal year is either 12 consecutive months ending on the last day of any month other than December or a 52-53 week year. For more information on accounting periods, see **Pub. 538, Accounting Periods and Methods**.

Individuals.—Your tax year generally will be a calendar year.

Partnerships.—Partnerships generally must adopt the tax year of either (1) the majority partners; (2) the principal partners; (3) the tax year that results in the least aggregate (total) deferral of income; or (4) some other tax year. (See the Instructions for **Form 1065, U.S. Partnership Return of Income**, for more information.)

REMICs.—Remics must have a calendar year as their tax year.

Personal service corporations.—A personal service corporation generally must adopt a calendar year unless:

- It can establish a business purpose for having a different tax year, or
- It elects under section 444 to have a tax year other than a calendar year.

Trusts.—Generally, a trust must adopt a calendar year except for the following:

- Tax-exempt trusts,
- Charitable trusts, and
- Grantor-owned trusts.

Line 12.—If the business has or will have employees, enter the date on which the business began or will begin to pay wages. If the business does not plan to have employees, enter N/A.

Withholding agent.—Enter the date you began or will begin to pay income to a nonresident alien. This also applies to individuals who are required to file Form 1042 to report alimony paid to a nonresident alien.

Line 14.—Generally, enter the exact type of business being operated (for example, advertising agency, farm, food or beverage establishment, labor union, real estate agency, steam laundry, rental of coin-operated vending machine, investment club, etc.). Also state if the business will involve the sale or distribution of alcoholic beverages.

Governmental.—Enter the type of organization (state, county, school district, or municipality, etc.).

Nonprofit organization (other than governmental).—Enter whether organized for religious, educational, or humane purposes, and the principal activity (for example, religious organization—hospital, charitable).

Mining and quarrying.—Specify the process and the principal product (for example, mining bituminous coal, contract drilling for oil, quarrying dimension stone, etc.).

Contract construction.—Specify whether general contracting or special trade contracting. Also, show the type of work normally performed (for example, general contractor for residential buildings, electrical subcontractor, etc.).

Food or beverage establishments.—Specify the type of establishment and state whether you employ workers who receive tips (for example, lounge—yes).

Trade.—Specify the type of sales and the principal line of goods sold (for example, wholesale dairy products, manufacturer's representative for mining machinery, retail hardware, etc.).

Manufacturing.—Specify the type of establishment operated (for example, sawmill, vegetable cannery, etc.).

Signature block.—The application must be signed by: (1) the individual, if the applicant is an individual, (2) the president, vice president, or other principal officer, if the applicant is a corporation, (3) a responsible and duly authorized member or officer having knowledge of its affairs, if the applicant is a partnership or other unincorporated organization, or (4) the fiduciary, if the applicant is a trust or estate.

Some Useful Publications

You may get the following publications for additional information on the subjects covered on this form. To get these and other free forms and publications, call 1-800-TAX-FORM (1-800-829-3676).

Pub. 1635, EINs Made Easy

Pub. 538, Accounting Periods and Methods

Pub. 541, Tax Information on Partnerships

Pub. 542, Tax Information on Corporations

Pub. 557, Tax-Exempt Status for Your Organization

Pub. 583, Taxpayers Starting A Business

Pub. 937, Employment Taxes and Information Returns

Package 1023, Application for Recognition of Exemption

Package 1024, Application for Recognition of Exemption Under Section 501(a) or for Determination Under Section 120

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping 7 min.

Learning about the law or the form 18 min.

Preparing the form 44 min.

Copying, assembling, and sending the form to the IRS . 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you. You can write to both the **Internal Revenue Service**, Attention: Reports Clearance Officer, PC:FP, Washington, DC 20224; and the **Office of Management and Budget**, Paperwork Reduction Project (1545-0003), Washington, DC 20503. **DO NOT** send this form to either of these offices. Instead, see **Where To Apply** on page 2.



BY-LAWS

ARTICLE I - OFFICES

1. The registered office of the corporation shall be at
and the name of the agent at such address is:
2. The corporation may also have offices at such other places as the Board of Trustees may from time to time appoint or the activities of the corporation may require.

ARTICLE II - SEAL

1. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, New Jersey".

ARTICLE III - MEMBERS

1. There shall be no members, as such, of the corporation.

ARTICLE IV - BOARD OF TRUSTEES

1. The activities of this corporation shall be managed by its Board of Trustees. Trustees shall be at least 18 years of age and need not be United States citizens or residents of this State.
2. The number of trustees of this corporation shall be
In no event shall the number of trustees be less than three.

3. (a) The trustees named in the certificate of incorporation shall hold office until the first annual meeting of the members of the Board of Trustees and until their successors are elected and qualified.

(b) At the first annual meeting of the members of the Board and at each annual meeting thereafter, the members of the Board shall elect trustees to hold office until the next annual meeting. Each trustee shall hold office for the term for which the trustee is elected and qualified and until a successor is elected and qualified.

(c) Elections of trustees need not be by ballot unless a member demands election by ballot at the election and before the voting begins.

(d) At each election of trustees every member entitled to vote at the election shall have the right to cast one vote for each trustee to be elected.

(e) Trustees shall be elected by plurality of votes cast at an election.

(f) A trustee may resign by written notice to the corporation. The resignation shall be effective upon receipt thereof by the corporation or at a subsequent time as shall be specified in the notice of resignation.

4. (a) Any trusteeship not filled at the annual meeting and any vacancy, however caused, occurring in the Board may be filled by the affirmative vote of a majority of the remaining trustees even though less than a quorum of the Board, or by a

sole remaining trustee. A trustee so elected by the Board shall hold office until the next succeeding annual meeting and until a successor is elected and qualified.

(b) When one or more trustees shall resign from the Board effective at a future date, a majority of the trustees then in office, including those who have so resigned, may fill the vacancy or vacancies, the vote thereon to take effect when the resignation or resignations become effective. Each trustee so chosen shall hold office as herein provided in the filling of other vacancies.

(c) Any trusteeship to be filled by reason of an increase in the number of trustees shall be filled by election at an annual meeting or at a special meeting called for that purpose of the members of the Board. A trustee elected by the Board to fill the trusteeship shall hold office until the next succeeding annual meeting and until a successor is elected and qualified.

(d) The Board of Trustees, by affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member of the Board for cause after an appropriate hearing.

(e) The Board of Trustees may declare vacant the office of a director if he is declared of unsound mind by an order of court or is convicted of felony, or if within sixty days after notice of his selection, he does not accept such office either in writing or by attending a meeting of

the Board of Trustees, and fulfill such other requirements of qualification as the By-Laws may specify.

(f) No act of the Board done during the period when a trustee has been suspended or removed for cause shall be impugned or invalidated if the suspension or removal is thereafter rescinded or invalidated.

5. (a) A majority of the entire Board, or of any committee thereof, shall constitute a quorum for the transaction of business, unless the certificate of incorporation shall provide that a greater or lesser number constitute a quorum, which in no case shall be less than the greater of two persons or one-third of the entire Board or committee, except that when a committee of the Board consists of one trustee, then one trustee shall constitute a quorum.

(b) The act of the majority present at a meeting at which a quorum is present shall be the act of the Board or the committee, unless the act of a greater number is required by this act or the certificate of incorporation. Any action required to be authorized by a vote of the trustees greater than a majority shall be rescinded or modified only by a like vote.

(c) Unless otherwise provided by the certificate of incorporation any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board or any committee thereof may be taken without a meeting if, prior or subsequent to the action, all members of the Board or of the committee, as the case may be, consent thereto in writing

and written consents are filed with the minutes of the proceedings of the Board or committee. The consents shall have the same effect as a unanimous vote of the Board or committee for all purposes, and may be stated as such in any certificate or other document filed with the Secretary of State.

6. (a) The Board, by resolution adopted by a majority of the entire Board, may appoint from among the trustees an executive committee and one or more other committees, each of which shall have at least one or more members. To the extent provided in the resolution, each committee shall have and may exercise all the authority of the Board, except that no committee shall:

1. Make, alter or repeal any By-Law of the corporation.
2. Elect or appoint any trustee, or remove any officer or trustee;
3. Amend or repeal any resolution previously adopted by the Board.

(b) The Board, by resolution adopted by a majority of the entire Board, may:

1. Fill any vacancy in any committee;
2. Appoint one or more trustees to serve as alternate members of any committee, to act in the absence or disability of members of any committee with all the powers of the absent or disabled members.

3. Abolish any committee at its pleasure; and

4. Remove any trustee from membership on a committee at any time, with or without cause.

(c) Actions taken at a meeting of any committee shall be reported to the Board at its next meeting following the committee meeting; except that, when the meeting of the Board is held within 2 days after the committee meeting, the report shall, if not made at the first meeting, be made to the Board at its second meeting following the committee meeting.

(d) The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed by law.

7. (a) Meetings of the Board may be held either within or without this State.

(b) Regular meetings of the Board may be held with or without notice. Special meetings of the Board shall be held upon 2 days notice. Notice of any meeting need not be given to any trustee who signs a waiver of notice, whether before or after the meeting. The attendance of any trustee at a meeting without protesting prior to the conclusion of the meeting the lack of notice of the meeting shall constitute a waiver of notice by that trustee. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of the meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjourn-

ment does not exceed 10 days in any one adjournment.

(c) Any or all trustees may participate in a meeting of the Board or a committee of the Board by means of conference telephone or any means of communication by which all persons participating in the meeting are able to hear each other.

8. A trustee who is present at a meeting of the Board, or any committee thereof of which the trustee is a member, at which action on any corporate matter referred to in section 15A: 6-12 of the act is taken shall be presumed to have concurred in the action taken unless the dissent of the trustee shall be entered in the minutes of the meeting or unless the trustee shall file a written dissent to the action with the person acting as the secretary of the meeting before or promptly after the adjournment of the meeting. The right to dissent shall not apply to a trustee who voted in favor of the action. A trustee who is absent from a meeting of the Board, or any committee thereof of which the trustee is a member, at which any action is taken shall be presumed to have concurred in the action unless the trustee shall file a dissent with the secretary of the corporation within a reasonable time after learning of the action.

9. Trustees and members of any committee designated by the Board shall discharge their duties in good faith and with that degree of diligence, care and skill which ordinarily prudent persons would exercise under similar circumstances in like position. In discharging their duties, trustees and members of

any committee designated by the Board shall not be liable if, acting in good faith they rely on the opinion of counsel for the corporation or upon written reports setting forth financial data concerning the corporation and prepared by an independent public accountant or certified public accountant or firm of accountants or upon financial statements, books of accounts or reports of the corporation represented to them to be correct by the president, the officer of the corporation having charge of its books of account, or the person presiding at a meeting of the Board.

ARTICLE V - OFFICERS

1. (a) The officers of the corporation shall consist of a president, a secretary, a treasurer, and, if desired, a chairman of the board, an executive trustee, one or more vice presidents, and all other officers as may be prescribed by the Board. The officers shall be elected or appointed by the Board. The corporation may provide alternative titles for those officers provided that the certificate of incorporation or the By-Laws specify which other officer titles correspond to the president, secretary and treasurer and that the alternative titles not be used in completing the annual report filed pursuant to section 15A:4-5.

(b) Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if the instrument is

required by law or by these By-Laws to be executed, acknowledged or verified by two or more officers.

(c) Any officer elected or appointed as herein provided shall hold office for the term of one year and until a successor is elected or appointed and has qualified, subject to earlier termination by removal or resignation.

(d) The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the trustees; he shall have general and active management of the affairs of the corporation; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the trustees to delegate any specific powers, except such as may be by statute exclusively conferred on the president, to any other officer or officers of the corporation. He shall execute bonds, mortgages and other documents requiring a seal, under the seal of the corporation. He shall be EX-OFFICIO a member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of president.

(e) The vice president shall act in all cases for and as the president in the latter's absence or incapacity, and shall perform such other duties as he may be required to do from time to time.

(f) The secretary shall attend all sessions of the Board and act as clerk thereof, and record all the votes of the corporation and the minutes of all its transactions in a

book to be kept for that purpose; and shall perform like duties for all committees of the Board of Trustees when required. He shall give, or cause to be given, notice of all meetings of the members of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board of Trustees or president, under whose supervision he shall be. He shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

(g) The treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall keep the moneys of the corporation in a separate account to the credit of the corporation. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the president and trustees, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

2. (a) Any officer elected or appointed by the Board may be removed by the Board with or without cause. The removal of an officer without cause shall be without prejudice to that officer's contract rights, if any. Election or appointment of an officer shall not of itself create contract rights.

(b) An officer may resign by written notice to the corporation. The resignation shall be effective upon receipt

thereof by the corporation or at a subsequent time as shall be specified in the notice of resignation.

(c) Any vacancy occurring among the officers, however caused, shall be filled in the manner provided in the By-Laws. In the absence of such a provision, any vacancy shall be filled by the Board.

ARTICLE VI - BOOKS AND RECORDS

1. The corporation shall keep books and records of account and minutes of the proceedings of its Board and executive committee, if any and make available for inspection at the office of its agent, records containing the names and addresses of all members of the Board.

ARTICLE VII - SALES OR OTHER DISPOSITION OF ASSETS IN REGULAR COURSE OF ACTIVITIES AND MORTGAGE OR PLEDGE OF ASSETS

1. The sale, lease, exchange, or other disposition of all, or substantially all, the assets of a corporation in the usual and regular course of its activities as conducted by the corporation, and the mortgage or pledge of any or all the assets of a corporation whether or not in the usual and regular course of activities as conducted by the corporation, may be made upon terms and conditions and for a consideration, which may consist in whole or in part of money or property, real or personal, including shares, bonds or other securities of any domestic corporation, foreign corporation, or any corporate business entity as shall be authorized by its Board.

ARTICLE VIII - SALE OR OTHER DISPOSITION OF ASSETS
OTHER THAN IN REGULAR COURSE OF ACTIVITIES

1. (a) A sale, lease, exchange, or other disposition of all, or substantially all, the assets of a corporation, if not in the usual and regular course of its activities as conducted by the corporation, may be made upon terms and conditions and for a consideration, which may consist in whole or in part of money or property, real or personal, including shares, bonds or other securities of any corporation, domestic or foreign, or any corporate business entity as may be authorized by the Board.

ARTICLE IX - MISCELLANEOUS PROVISIONS

1. The fiscal year of the corporation shall begin on the first day of

ARTICLE X - AMENDMENTS

1. The Board shall have the power to make, alter and repeal By-Laws at any regular or special meeting duly convened after notice of the purpose.

UNANIMOUS CONSENT OF TRUSTEES
IN LIEU OF ORGANIZATION MEETING

THE UNDERSIGNED, being all of the trustees of the above named nonprofit corporation, a corporation organized under the Laws of the State of New Jersey, hereby adopt the following resolutions:

RESOLVED, That a copy of the Certificate of Incorporation of this corporation, which has been filed in the office of the Secretary of State, be prefixed to the minutes, and that this corporation proceed to do business thereunder.

RESOLVED, That a form of By-Laws for the regulation of the affairs of the corporation be adopted and inserted in the minute book immediately following the copy of the Certificate of Incorporation.

RESOLVED, That the officers of this corporation be authorized and directed to open a bank account in the name of the corporation, in accordance with a form of bank resolution attached to these minutes.

RESOLVED, That the following persons are appointed to the offices set opposite their respective names, to serve for one year and until their successors are chosen and qualify.

RESOLVED, That the secretary is authorized and directed to procure the proper corporate books, and the treasurer be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the corporation.

RESOLVED, That in compliance with the laws of the State of New Jersey, this corporation have and continuously maintain a registered office within the State of New Jersey and have an agent at all times in charge thereof, upon which agent process against this corporation may be served, and that the books and records of the corporation shall be available for examination by any member for any proper purpose as provided by law.

RESOLVED, That the proper officers of the corporation are hereby authorized and directed to make application for tax-exempt status under the appropriate section of the United States Internal Revenue Code and to file all necessary documents and forms in connection therewith.

RESOLVED, That the proper officers of the corporation be an they are hereby authorized and directed on behalf of the corporation, and under its corporate seal, or otherwise to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country in which said officers find it necessary or expedient to file the same to authorize the corporation to transact business in such

state, territory, dependency or foreign country.

Dated:



New Jersey State Business Gateway Service

Corporate and Business Information Reporting

Business Entity Status Report

Printing Instructions: Open your Browser's Page Setup menu and set your page margins to 0.25". Use your Browser's Print option to print the report as seen on screen.

Saving Instructions: Save this file to your hard drive for later viewing by using the Browser's "Save As" function.

All available information is displayed.

Status Report For: ADVOCATES FOR DISABLED AMERICANS, INC.	
Business Name: ADVOCATES FOR DISABLED AMERICANS, INC.	Report Date: 08/31/2010
Business ID Number: 0100613960	Transaction Number; Sequence: 1719182: 1
Business Type: NON PROFIT CORPORATION	
Status: ANNUAL REPORT REINSTATEMENT	
Filing Date: 01/23/1995	Home Jurisdiction: NJ
Status Change Date:	Stock Amount: 0
DOR Suspension Start Date: 08/16/2008	DOR Suspension End Date: 08/27/2010
Tax Suspension Start Date:	Tax Suspension End Date:
Annual Report Month: 1	
Last Annual Report Filed: 08/27/2010	
For Last Annual Report Paid Year: 2010	
Incorporator: R W WORTHINGTON	
Agent: ANTHONY J BRADY	
Agent Address: 1 ROSE AVENUE	
MAPLE SHADE, NJ 08052	
Office Address Status: Deliverable	
Main Business Address: 4327 MANOR AVE	
PENNSAUKEN, NJ 08109	
Principal Business Address: 4327 MANOR AVE	
PENNSAUKEN, NJ 08109	
Associated Names	
Name:	Type Description:
Officers/Directors/Members	
1) Title: CHIEF EXEC. OFFICER (CEO)	
Name: GREG LASKY	
Address: 3350 EAST GREENVIEW TERRACE	
MARGATE, FL 33067	

2) Title: VICE PRESIDENT
Name: EDWARD LAW
Address: 2612 BURRWOOD AVE
ORLANDO, FL 32837

[Exit](#)[Return to Main List](#)

**If you would like to receive photocopies of documents filed by this business entity, mail your request to PO Box 450, Trenton, NJ 08625. Indicate the Business Entity Number(s) involved and the type of document you wish to have copies of. Your choices are listed below:

CHARTER DOCUMENTS

Original Certificate Only (For example, Certificate of Incorporation);

Changes and Amendments to the Original Certificate Only; **OR**

All Charter Documents (Original Certificate and Changes/Amendments)

And/or

ANNUAL REPORTS

Copy of Latest Annual Report; **OR**

Copy of Annual Report for a Specific Year(s) (List the Year Desired)

The photocopy fee for all entities except limited liability companies is \$1 per page. For limited liability companies, the fee is \$10 for the first page and \$2 per page thereafter.

The total fee amount for your order will vary depending on the number of pages associated with each filed document you request. You may supply us with a check with a NOT TO EXCEED instruction to cover the costs. Make the check payable to the Treasurer, State of New Jersey. Alternately, you may pay by credit card (provide card#/expiration date and cardholder information) or depository account. Please include a self-addressed envelope with your order. If you have any questions or would like information on alternative service options such as over-the-counter expedited service, call 609-292-9292 (option 3 on the main menu and then option 8), weekdays, 8:30 a.m. to 4:30 p.m.

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